LEASE AGREEMENT ("Lease")

34 Headwall Drive, Morgantown, West Virginia 26501

CERTAIN TERMS AND DEFINITIONS

"Landlord": WestRidge Commerce Centre Development 2E LLC, a West Virginia limited

liability company

"Tenant": Owens & Minor Distribution, Inc., a Virginia corporation

"Effective Date": Defined on the signature page.

"Building": The building to consist of approximately 346,375 square feet, to be constructed in

accordance with Landlord's Work, as generally depicted on Exhibit A.

"Land": The Land generally shown on the site plan attached as Exhibit A and described on

Exhibit A-1, which shall be confirmed by an ALTA survey obtained by Landlord, at Landlord's sole cost and expense as a part of Landlord's Work, within forty-five (45) days after the date of Substantial Completion. Upon completion of the ALTA survey, "Land" will be described pursuant to the legal description created pursuant to the ALTA survey and Exhibit A-1 will be revised to include the revised legal description only. "ALTA Survey" shall mean a survey prepared by a land surveyor licensed by the State of West Virginia prepared in accordance with the jointly adopted American Land Title Association/ National Society of Professional Surveyors, Inc. standards

adopted in 2021, with no "Table A" requirements.

"Premises": All portions of the Building and the Land as generally depicted on Exhibit A, to be

specifically located and identified on the ALTA survey to be obtained by Landlord. Upon completion of the ALTA survey, "Premises" will be specifically located on the ALTA survey and Exhibit A will be revised so the Premises will be as depicted on

the ALTA survey.

"Tenant's Proportionate Share": 100% of the Premises and thus 100% of the Operating Expenses.

"Lease Term": From the Commencement Date through the last day of the 120th full calendar month

thereafter, subject to the extension and termination rights set forth in this Lease.

"Base Rent": See Base Rent and Operating Expense Exclusions, Addendum 1.

"Initial Annual Estimated Operating \$175,000.00

Expense Payments":

"Brokers": None for Landlord and Newmark for Tenant.

"Landlord's Work" Defined in Landlord's Work, Addendum 5

"Lender": To Be Incorporated prior to Lease Execution.

"Tenant Guarantor": Owens & Minor, Inc., a Virginia corporation

"Permitted Exceptions": The encumbrances affecting the Land identified on Exhibit B, and any additional

matters permitted under Section 1(a).



Addenda (incorporated into this Lease by this reference):

- 1 Base Rent and Operating Expense Exclusions
- 2 Intentionally Omitted
- 3 Additional Terms and Conditions
- 4 Notice Addresses
- 5 Landlord's Work

Exhibits (incorporated into this Lease A

Site Plan for Premises

by this reference):

- Legal Description of Land A-1 Permitted Exceptions
- B
- C Form of Notice of Lease Term Dates
- D Maintenance Obligations
- E Form of Estoppel Certificate
- F Signage
- G Right of First Offer
- Η Form of Parent Guaranty

1. Grant; Permitted Exceptions; Commencement Date; Notice of Lease Term Dates; Cooperation.

Grant; Permitted Exceptions. Landlord leases to Tenant, for the Lease Term, the Premises as well as all easements and rights benefiting the Premises, all subject to the Permitted Exceptions and this Lease. Landlord will not voluntarily encumber or permit the Premises to be encumbered, or modify any Permitted Exceptions, in a manner that would materially affect Tenant's use or operations or increase Tenant's costs, without Tenant's prior consent, not to be unreasonably withheld or delayed (provided no Tenant consent is required with respect to Landlord's financing, subject to Section 27). If Tenant does not respond to such request within twenty (20) days, then Landlord may send Tenant an additional copy of the notice stating "FAILURE TO RESPOND WITHIN 5 BUSINESS DAYS WILL CONSTITUTE DEEMED APPROVAL," and, if Tenant does not respond within five (5) Business Days, the request will be deemed approved.

Delivery; Commencement Date; Notice of Lease Term Dates. (b)

- The "Commencement Date" of this Lease shall be the earlier of (i) actual date of Substantial Completion (defined below); or (ii) the date Substantial Completion would have occurred but for a Tenant Delay (defined below). Tenant and Landlord agree the targeted Commencement Date is December 1, 2023, but the "Milestone Schedule" set forth in Landlord's Work, Addendum 5 does not achieve the targeted Commencement Date of December 1, 2023. Landlord agrees to use commercially reasonable efforts to expedite construction so to achieve Substantial Completion of Landlord's Work by December 1, 2023. If Landlord does not obtain Substantial Completion of Landlord's Work by February 29, 2024, then Tenant shall be entitled to one (1) day of Rent abatement for every one (1) day after February 29, 2024 that Substantial Completion of Landlord's Work is not obtained.
- If, in Tenant's reasonable opinion after consultation with Landlord and Landlord's contractor, Landlord fails to diligently pursue Substantial Completion of the Landlord's Work, which failure may result in Substantial Completion after February 29, 2024 ("Substantial Completion Default"), and Landlord fails to commence or recommence diligent efforts to pursue Substantial Completion of Landlord's Work after twenty (20) days written notice from Tenant of such failure, then Tenant shall have the right, but not the obligation, to assume Landlord's obligations to Substantially Complete the Landlord Work, at Landlord's sole cost and expense. Notwithstanding the preceding sentence, the initial capital expense of Landlord's Work shall be at Landlord's sole expense, but Base Rent shall continue to be adjusted pursuant to Addendum 1 and Addendum 5 of this Lease. In such case, Tenant shall be permitted to Substantially Complete the Landlord's Work using Landlord's contractor or hire another developer or contractor; provided that Tenant may only hire another contractor if Landlord's contractor is at fault, whether in whole or in part, for the Substantial Completion Default, to Substantially Complete the Landlord Work, Substantial Completion Default shall also occur if any of the following occur prior to Substantial Completion: (a) Landlord sells the Land to an unaffiliated third-party without adequately providing for such third-party to assume all of Landlord's obligations to pursue Substantial Completion, (b) Landlord commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a

receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property, (c) the Land is subject to a judicial or non-judicial foreclosure proceeding, or (d) Landlord makes a general assignment for the benefit of creditors. If Landlord fails reimburse Tenant in the event that Tenant Substantially Completes the Landlord's Work pursuant to this Section 1(b)(ii) within sixty (60) days after demand therefor, accompanied by supporting evidence of the expenses incurred by Tenant, Tenant may bring an action for damages against Landlord to recover such costs and reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in Section 12 of Additional Terms and Conditions, Addendum 3), and reasonable attorneys' fees incurred by Tenant in bringing such action for damages.

- (iii) Following the Commencement Date, Landlord and Tenant will execute a Notice of Lease Term Dates in the form attached as Exhibit C. The term of this Lease will commence on the Effective Date, but measurement of its duration and the time for performance of obligations hereunder will be governed by the other provisions of this Lease. The term shall end ten (10) years after the Commencement Date.
- (iv) "Substantial Completion" (or any grammatical variation thereof) will mean: (i) completion of the Landlord's Work in accordance (in all material respects) with the scope set forth in] Landlord's Work, Addendum 5, subject only to typical "punchlist items"; (ii) Landlord's written confirmation that the Landlord's Work has been completed in accordance with Legal Requirements (defined below) and that all governmental permits, licenses, variances, and approvals (collectively, the "Approvals") required to complete the Landlord's Work , if any, were obtained; and (iii) Landlord's delivery of a schedule of all Approvals required for the Landlord's Work (along with certified copies of such Approvals), if any.
- (v) "Tenant Delay" will mean any actual critical path delay in completion of the Landlord's Work as a result of Tenant's activities in the Premises, Tenant Approved Changes (as defined in Landlord's Work, Addendum 5), or delay in approval of Plans & Specifications (as defined in Landlord's Work, Addendum 5) that interferes with Landlord's performance of the Landlord's Work.
- (c) <u>Cooperation</u>. At Tenant's request, Landlord will reasonably cooperate with Tenant as may be required for Tenant to obtain, maintain, or modify any approvals (including cooperation in Tenant's filing of applications and reports), or to perform its obligations under this Lease ("<u>Cooperation Efforts</u>"). Cooperation Efforts may include execution of documents, making appearances, and taking other actions as Tenant may reasonably request. All Landlord employee time and actual third-party costs incurred by Landlord in connection with its Cooperation Efforts will be reimbursed by Tenant within thirty (30) days of receipt of invoice, provided that Landlord will obtain Tenant's written approval if Landlord anticipates that its third-party costs will exceed \$20,000 in the aggregate.
- 2. Condition of Premises. Without limiting any of Landlord's obligations, representations, or warranties under this Lease, Tenant will accept the Premises in its condition as of the Commencement Date, provided that Landlord shall construct the Premises in conformance with the delivery obligations in Landlord's Work, Addendum 5, and to be delivered in broom clean condition, in compliance with Legal Requirements as of the Commencement Date. Landlord represents and warrants to Tenant that (a) Landlord has the full right and power to execute and perform under this Lease; (b) as of the Commencement Date, Landlord will be the sole fee simple (surface) owner of the Land, subject only to the Permitted Exceptions; (c) that Landlord will obtain construction and permanent financing sufficient to satisfy Landlord's obligations stated in the Lease and the Land will be encumbered by a mortgage lien securing Landlord's lender; and (d) no third party can make a claim prohibiting Landlord's lease of the Premises to Tenant. The term "mortgage" as used in this Lease will be deemed to include deeds of trust, security assignments, and any other similar encumbrances, and any reference to the "lienholder" of a mortgage will be deemed to include the beneficiary under a deed of trust.

3. Use.

- (a) <u>Permitted Uses</u>. Tenant may use the Premises for the purpose of general office space and receiving, storing, assembling, shipping, distributing, preparing, selling (on a wholesale basis only), sterilizing, and packaging products, materials, and merchandise made and/or distributed by Tenant (including, without limitation, medical related products) and such lawful warehouse and office purposes (all of the above being "<u>Permitted Uses</u>"). Tenant may use the Premises twenty-four (24) hours per day, every day.
- (b) <u>Compliance with Legal Requirements</u>. Tenant's use of the Premises will, at Tenant's sole cost, comply with all applicable then-current federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, and requirements ("<u>Legal Requirements</u>"). Tenant shall be responsible for structural changes required by Legal Requirements that are applicable only by reason of Tenant's particular use of and operations at the Premises, and Landlord shall remain responsible for compliance with Legal Requirements applicable generally to projects in the area, including structural changes to the Premises (such costs may only be included as Operating Expenses to the extent permitted under Section 6). For example, Tenant would

be responsible for structural changes to the Premises required only because of Tenant's food preparation activities, or for a Tenant-Made Alteration that includes the addition of an office, whereas Landlord would be required to perform structural changes to the Premises at its cost in order to comply with seismic modifications required under Legal Requirements for buildings located in a certain area. Compliance with Legal Requirements does not obligate Tenant to perform Landlord's maintenance obligations as set forth in Section 10. Compliance with Legal Requirements shall not obligate Landlord to perform Tenant's maintenance obligations as set forth in Section 11.

- 4. **Base Rent.** Tenant shall pay Base Rent on or before the first (1st) Business Day of each calendar month. Payments of Base Rent for any fractional calendar month will be prorated. Tenant shall have no right to abate, reduce, or set-off any Rent due hereunder except as may be expressly provided in this Lease. "Rent" means Base Rent and all other amounts payable by Tenant under this Lease.
- 5. Intentionally deleted.

Operating Expenses.

- (a) Payment of Operating Expenses. Together with Base Rent, Tenant will pay as additional rent an amount equal to 1/12 of the annual estimated cost of Tenant's Proportionate Share (i.e. 100%) of Operating Expenses (which estimate Landlord may revise not more than two (2) times per calendar year for Operating Expenses other than Taxes, and by providing at least thirty (30) days' notice before such revision becomes effective). Payments for any fractional year or month will be prorated. Subject to Section 6(b), "Operating Expenses" means all reasonable costs and expenses incurred by Landlord during the Lease Term with respect to operating, maintaining, and managing the Building and the Land (including those items listed on Exhibit D as "Landlord Maintenance Obligations Recoverable"); Taxes and fees payable to tax professionals that do not exceed \$10,000 in any calendar year; Landlord's insurance; association charges (if applicable); and annual fees payable to a property manager that do not exceed two percent (2%) of annual Base Rent ("PM Fee Cap"), which is Landlord's sole compensation for management and administrative fees.
- Operating Expense Exclusions; Controllable Operating Expense Cap. The items on Base Rent and Operating Expense Exclusions, Addendum 1 are excluded from Operating Expenses. To the extent an Operating Expense will be incurred that relates solely to the Premises, is not covered under an existing contract, and is estimated to exceed \$100,000, Landlord shall obtain at least two (2) bids, and provide copies upon Tenant's request (except in an emergency, when no bidding is required). During the calendar year in which the Commencement Date occurs and during the immediately following full calendar year, Tenant shall pay Tenant's Proportionate Share of Operating Expenses based on actual costs and expenses incurred by Landlord therefor without regard to the Initial Annual Estimated Operating Expense Payments. In the third full calendar year of the Lease Term and all subsequent calendar years during the Lease Term, Tenant will not pay Controllable Operating Expenses to the extent Tenant's Proportionate Share of Controllable Operating Expenses for such year exceeds the twelve-month change in CPI for the immediately preceding calendar year plus one hundred five percent (105%) of the Controllable Operating Expenses payable by Tenant for the immediately preceding year (the "Cap"). For purposes of the preceding sentence, "CPI" means the Consumer Price Index (All Urban Consumers [CPI-U], U.S. City Average; All items less food and energy (Core CPI), Not Seasonally Adjusted, 1982-1984=100) issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics ceases publication of this Consumer Price Index, then Landlord, using reasonable judgement but subject to Tenant's reasonable approval, will select another index similar to the one previously published by the Bureau of Labor Statistics. If Controllable Operating Expenses in any calendar year for which the Cap applies exceed the Cap (the "Excess Operating Expenses"), then Landlord may bill such Excess Operating Expenses to Tenant up to any unused amounts under the Cap from each of the preceding two (2) calendar years in the Lease Term, as long as in any such calendar year, Controllable Operating Expenses, including the Excess Operating Expenses, are below the Cap. In order to bill any Excess Operating Expenses to Tenant, Landlord will (x) show a calculation of the Excess Operating Expenses in the statement of Operating Expenses for the year in which the expenses are incurred (and Tenant may inspect and audit Landlord's books and records relating to such amounts in accordance with Section 6(d) hereof); and (y) show any Excess Operating Expenses on the statement of Operating Expenses for the calendar year being charged and any remaining accrued but unbilled Excess Operating Expenses available to be billed in subsequent calendar years. "Controllable Operating Expenses" means all Operating Expenses, except for Taxes, utility consumption costs, snow removal costs, landscaping maintenance costs, and insurance premiums. Controllable Operating Expenses for any given year will be determined on an aggregate, non-cumulative, and non-compounded basis.
- (c) <u>Reconciliation of Operating Expenses</u>. On or before one hundred twenty (120) days following the end of each calendar year (the "<u>Reconciliation Deadline</u>"), Landlord shall deliver to Tenant a detailed reconciliation statement (the "<u>Reconciliation</u>") showing the calculation of Operating Expenses actually paid for the prior calendar year (including any portion of the calendar year that Landlord did not own the Premises if the then-current Landlord purchased the Premises during

such calendar year), along with reasonable supporting documentation, including a detailed general ledger. Landlord may correct any Reconciliation within one hundred eighty (180) days after it is initially issued, but may not further correct it thereafter, except if the correction would result in a credit to Tenant. If Tenant's total payments of Operating Expenses for any year are less than Tenant's Proportionate Share of Operating Expenses actually paid for such year, then Tenant shall pay the difference within sixty (60) days after demand, and, if more, then Landlord will retain such excess and credit it against Tenant's next payments or, if Tenant so requests, refund it to Tenant within sixty (60) days after demand.

- Right to Audit. Tenant may audit the Reconciliation by providing notice to Landlord within one hundred eighty (180) days following Tenant's receipt of the Reconciliation or any correction thereof. Failure to request any such audit within such 180-day period shall be deemed a waiver by Tenant of its right to audit such Reconciliation. Landlord shall electronically provide invoices and other standard Landlord reports for the Reconciliation (as well as for applicable prior years for purposes of evaluating compliance with the limitations on increases in Controllable Operating Expenses). Tenant will not use an auditor on a contingency fee basis unless such auditor provides services to Tenant on at least a regional basis. Landlord's books and records will be kept in accordance with Generally Accepted Accounting Principles. In the event an audit discloses overpayment by Tenant, Landlord shall make a correcting payment within sixty (60) days after Tenant provides the audit results to Landlord. In the event of any errors on the part of Landlord costing Tenant in excess of five percent (5%) of Tenant's liability for Operating Expenses actually paid for any calendar year, Landlord shall also reimburse Tenant for audit costs reasonably incurred by Tenant up to \$7,500 per audit within the above sixty (60)-day period.
- (e) <u>Annual Estimates</u>. On or before each December 1, Landlord shall deliver a detailed statement showing the estimated Operating Expenses for the subsequent calendar year and an explanation of any increases. Tenant shall continue to pay the then-current estimate of Operating Expenses until thirty (30) days after such estimate is provided to Tenant, and any Reconciliation will occur pursuant to Section 6(c).
- 7. Utilities. Tenant pays for all utilities used on the Premises by Tenant. Tenant will contract directly with each utility provider.
- Taxes, Landlord shall cause to be paid, and Tenant shall reimburse Landlord for all real estate taxes, assessments, and governmental charges for the Building and the Land and any of its personal property (collectively, "Taxes"), within thirty (30) days after the date of being invoiced by Landlord. Upon notice to Landlord, which must be provided at least thirty (30) days prior to the applicable deadline, Tenant (acting on behalf of Landlord, if necessary) may timely contest the amount, validity, or application of any Taxes or liens, at Tenant's sole cost. If Tenant exercises this right, Tenant will have exclusive control over the prosecution and conclusion of such contest and Landlord shall provide Cooperation Efforts with Tenant's prosecution. All reductions, refunds, or rebates of Taxes paid or payable by Tenant, whether as a consequence of a Tenant proceeding or otherwise, will be refunded by Tenant (less reasonable costs and actual expenses incurred by Landlord). For avoidance of doubt, nothing in this Section is intended to cause Tenant to be treated as an agent of Landlord. In no event will Tenant be liable for any estate, inheritance, gift, franchise, gross receipts, federal, state or local income taxes of Landlord (or tax in lieu thereof) or any other tax that is or may be imposed against the rents payable under this Lease or upon Landlord's income or profits, "roll-back" or similar taxes attributable to periods before the Lease Term, penalties or interest other than those attributable to Tenant's failure to comply timely with its obligations under this Lease. Landlord pays (and such amounts will not be included in Operating Expenses) any transfer taxes or recording fees imposed by any governmental agency or municipality with respect to (a) any financing of Landlord's interest in the Building or the Land or (b) any transfer of any interest in the Building or the Land or direct or indirect interests in Landlord. If a party requests or requires the recordation of this Lease or a memorandum of this Lease, such requesting party shall pay all transfer and recordation taxes and fees in connection therewith.

9. Insurance.

- Landlord's Insurance. Landlord will maintain all risk (or "special form") property insurance covering the full replacement cost of the Building and all other structures and improvements on the Land (excluding any Tenant-Made Alterations) including Tenant as loss payees, as its interest may appear, and commercial general liability insurance including Tenant as an additional insured. All such insurance will be included as part of Operating Expenses. The Building and all other structures and improvements on the Land may be included in a blanket policy (in which case the cost of such insurance allocable to the Building and all other structures and improvements on the Land will be reasonably determined by Landlord based upon the insurer's cost calculations provided Landlord shall provide sufficient evidence thereof). Tenant will reimburse Landlord for any increased premiums as a result of Tenant's use of the Premises for other than the Permitted Uses.
- (b) <u>Tenant's Insurance</u>. From and after the Commencement Date or any earlier date upon which Tenant enters or occupies the Premises or any portion thereof, Tenant will maintain, at its expense, all risk (or "special form") property

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insurance covering the full replacement cost of all Tenant's Property installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with limits of \$1,000,000 each accident; and commercial general liability insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death and property damage, which commercial general liability insurance will include Landlord and Landlord's mortgage lienholder, if any, as an additional insured. Landlord may from time to time require reasonable increases in any such limits consistent with the insurance being required by institutional owners of similar projects in the area.

- Insurance Generally. The commercial general liability policies shall provide coverage with a per occurrence limit of not less than \$5,000,000, which limit may be satisfied by any combination of primary and excess or umbrella policies, insure on an occurrence and not a claims-made basis and provide contractual liability coverage. Tenant may meet all insurance requirements in this Lease through any combination of primary, excess or self-insurance coverage. All insurance policies will be issued by insurers authorized to do business in the jurisdiction in which the Premises are located and have a Best's rating not less than A-. All policies will require that notice is given to additional insureds and co-insured at least thirty (30) days' prior to any cancellation or lapse of such coverage. Landlord and Tenant will deliver a certificate evidencing such policies to the other party at the commencement of the Lease Term or at each renewal of said insurance.
- (d) Waiver of Subrogation. Notwithstanding any other provision of this Lease, Landlord and Tenant each waives its right against the other party (the "Benefited Party") for any loss of, or damage to, any of the waiving party's property located at the Premises to the extent the loss or damage is or would be covered by the ISO special causes of loss form (CP 10 30) with the property in question insured for the full replacement cost, whether or not the waiving party actually carries such insurance, recovers under such insurance, or self-insures the loss or damage, and whether or not the loss is due to the negligent acts or omissions of the Benefited Party, or Landlord Party or Tenant Party, as applicable, except the waiver in this sentence shall not apply to the extent the loss or damage arises from the gross negligence or willful misconduct of the Benefited Party or Landlord Party or Tenant Party, as applicable. Each party's waiver in this Section includes a waiver of the right to recover any deductibles and self-insured retentions incurred by such waiving party in connection with a loss to which the waiver in this Section applies. The mutual waivers in this Section shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Each party shall ensure that its insurance policies required under this Lease permits the waiver in this Section, so that such party's waiver shall not invalidate or impair any of its coverage, and shall upon request provide the other party with evidence of such arrangements.

10. Landlord's Maintenance and Repairs.

- Landlord Obligations Generally. Subject to Section 15, Landlord shall maintain, repair, and replace, as necessary, all portions of the Building and the Land not required to be maintained by Tenant, including those items listed on Exhibit D as "Landlord Maintenance Obligations Non-Recoverable" (at Landlord's sole cost) and "Landlord Maintenance Obligations Recoverable" (which may be included as Operating Expenses to the extent permitted under Section 6). Landlord's maintenance, repair, and replacement activities will be at a level substantially similar to other similar class buildings in the lesser standard of the greater Pittsburgh, Pennsylvania area and the greater Morgantown, West Virginia area. For any Landlord maintenance, repair, or replacement work, Landlord shall use commercially reasonable efforts to avoid interfering with Tenant's operations or access to the Premises, perform the work in a good and workmanlike manner, in compliance with Legal Requirements, and diligently prosecute the work to completion (including restoring any portion of the Premises, as well as any Tenant-Made Alterations, and Tenant's Property, that were disturbed by Landlord's work). Notwithstanding the foregoing or anything herein to the contrary contained herein, Landlord shall not be required to perform any maintenance, repair or replacement to any portion of the Premises if such maintenance, repair or replacement is required as a result of Tenant's negligent acts or omissions or as a result of damage to the Premises caused by Tenant.
- that would require an interruption of any utility to the Premises (including interruption of any fire/life safety systems) or interrupt Tenant's operations or access to the Premises, the following requirements apply (except in an emergency that precludes compliance with one or more of the following requirements, in which case Landlord shall comply to the extent reasonably possible): (i) Landlord will give at least five (5) Business Days' notice; (ii) such work may only occur during times reasonably approved by Tenant (and it will be reasonable for Tenant to require that such work occur outside of normal business hours); (iii) any such interruption may not exceed twelve (12) hours in length; and (iv) in the case of a power interruption, if requested by Tenant and if the Premises does not already contain a generator, Landlord will provide a source of back-up power to allow Tenant to continue its normal business operations (and the fuel costs and other related charges may be included in Operating Expenses).

- (c) Tenant's Right to Maintain. Notwithstanding anything to the contrary contained herein, for any item listed on Exhibit D as "Landlord's Maintenance Obligations Recoverable", upon at least thirty (30) days' notice to Landlord, Tenant may enter into any service contract relating to such maintenance obligation of Landlord, at Tenant's sole cost and, (i) Landlord will not have any obligation to maintain any matters covered by such service contract after the date set forth in Tenant's notice; (ii) Tenant will be responsible for any breakage costs associated with Landlord's service contract(s) for such maintenance; and (iii) any costs incurred by Landlord in connection with any matters covered by such service contract after the date set forth in Tenant's notice will be excluded from Operating Expenses, except if Tenant expressly requests or authorizes Landlord to incur such costs. Landlord may, from time to time, request a written list of the scope of services and vendors providing services under such maintenance contracts and if Landlord provides Tenant with written notice that it reasonably objects to Tenant's use of any such vendors (along with a reasonable description of the reasons that Landlord so objects), the parties will discuss the continued use of such vendor. If, after such discussion, Landlord continues to object to such vendor, then Tenant shall terminate and/or replace such vendor within a reasonable period of time. Additionally, upon ninety (90) days' notice, Tenant may self-manage the Premises, in which case the property management fee will be deleted.
- 11. Tenant's Maintenance and Repairs. Subject to Sections 9, 10, and 15, Tenant will, at its sole cost, maintain, repair, and/or replace, as necessary, those items listed on Exhibit D as "Tenant Maintenance Obligations" and Tenant will be responsible for the cost of any repair or replacement to the Premises that results from non-casualty damage caused by the negligence of Tenant Parties. Landlord acknowledges that items within and components of the Building and the Land that Tenant must maintain will be subject to reasonable wear and tear and, subject to Section 9, non-casualty damage caused by Landlord Parties, and Tenant is not required to maintain the Premises in a "like new" condition. If Tenant fails to perform any repair or replacement for which it is responsible, and does not cure such failure within any applicable cure period, Landlord may, upon ten (10) days' notice, perform such work and shall be reimbursed by Tenant for the reasonable cost of such work within thirty (30) days after demand therefor (which demand will be accompanied by reasonable supporting documentation). Landlord will assign or otherwise make available to Tenant the benefit of any warranties from contractors, equipment manufacturers, or others that benefit any portion of the Premises that Tenant is required to maintain. Notwithstanding the foregoing or anything herein to the contrary contained herein, Tenant shall not be required to perform any maintenance, repair or replacement to any portion of the Premises if such maintenance, repair or replacement is required as a result of Landlord's negligent acts or omissions or as a result of damage to the Premises caused by Landlord.
- Tenant-Made Alterations. Except as otherwise provided in this Lease, any alterations or improvements made by or on behalf of Tenant to the Building or the Land ("Tenant-Made Alterations") desirable by Tenant for Tenant's operation or business at the Premises, will be subject to Landlord's prior consent in accordance with the following (the "Plan Approval Process"): (a) Landlord will approve or disapprove of all requests for consent to Tenant-Made Alterations within fifteen (15) days of receipt of a complete request containing plans and specifications for (or a commercially reasonably detailed description of) the proposed Tenant-Made Alteration (pursuant to the email notice procedures in Section 5 of Additional Terms and Conditions, Addendum 3); (b) Intentionally Deleted; (c) Tenant will reimburse Landlord up to \$5,000 for actual third party costs incurred for Landlord's review of each request; (d) Landlord will not unreasonably withhold, condition, or delay its consent if Tenant provides reasonable safety and engineering measures; and (e) Tenant will notify Landlord of its proposed general contractor, and Landlord will notify Tenant of any reasonable objection within the time period for Landlord's approval or disapproval of the Tenant-Made Alteration. Notwithstanding Section 5 of Additional Terms and Conditions, Addendum 3, all notices pursuant to this Section may be sent to Landlord via email only to the address set forth in Notice Addresses, Addendum 4. Notwithstanding the foregoing, the Plan Approval Process will not apply (and Landlord's consent will not be required) for Tenant-Made Alterations that do not affect the Building's exterior façade or structural components and are less than \$50,000.00 individually (collectively, "Minor Alterations"). To the extent any Tenant-Made Alteration voids any warranties, Tenant will replace the voided warranty at Tenant's cost. With respect to any single Minor Alteration in excess of \$50,000.00, Tenant will provide Landlord with notice prior to commencing construction of such Minor Alteration. Tenant may, without Landlord's consent, erect or install Tenant's Property unless consent is otherwise required under Section 26 or 37. In the event that Tenant performs a Tenant-Made Alteration without Landlord's consent and it is determined that Landlord's prior consent was required under the terms of this Section, Landlord will evaluate the completed Tenant-Made Alteration and give or withhold its consent. If Landlord withholds its consent, Landlord, as its sole remedy, may require that Tenant commence removal of the Tenant-Made Alteration within ninety (90) days after receipt of Landlord's disapproval and pursue such removal until complete. All Tenant-Made Alterations will be constructed in a good and workmanlike manner and in compliance with all Legal Requirements. Landlord will provide Cooperation Efforts to (i) obtain or comply with any licenses, permits, or other governmental permissions required in connection with a Tenant-Made Alteration; and (ii) obtain approvals of Tenant-Made Alterations required under Permitted Exceptions. Landlord may, at its sole cost, monitor construction of Tenant-Made Alterations that require Landlord's approval. At the completion of any Tenant-Made Alterations and upon request from Landlord, Tenant will deliver to Landlord final lien waivers from all contractors and subcontractors that provided services or

materials that cost in excess of \$25,000. At the time Landlord approves a Tenant-Made Alteration (or, for a Minor Alteration, those identified as part of the walk-through as described in Section 21(b)), Landlord will confirm whether Tenant must remove such Tenant-Made Alteration at the end of the Lease Term and restore the Premises to the condition required under Section 21. For Tenant-Made Alterations requiring Landlord consent, if Landlord fails to notify Tenant that such Tenant-Made Alteration must be removed, Tenant will remove such Tenant-Made Alteration at the end of the Lease Term and repair any damage caused by such removal pursuant to Section 21.

- 13. Signs. Tenant may (a) place its standard graphics and signage at the entrance to the Premises or the Land, and in a prominent location on the exterior of the Building in accordance with Exhibit F, which shall be installed by Landlord as a part of Landlord's Work as specifically detailed in Landlord's Work, Addendum 5. Upon surrender of the Premises, Tenant will remove all such signs and spot-repair, paint, and/or replace the affected Building fascia surface or other surface areas.
- 14. Parking. Tenant will be entitled to the exclusive use of at least 200 parking spaces located on the Land. The parking areas are depicted and described in more detail in Landlord's Work.

15. Casualty.

- Termination. If any portion of the Premises is damaged by a fire or other casualty, Tenant will notify Landlord thereof within thirty (30) days of such fire or other casualty. Thereafter, Landlord will notify Tenant within forty-five (45) days after receipt of such notice as to the amount of time Landlord reasonably estimates it will take to restore the Premises (the "Initial Reconstruction Notice"). If the restoration time is estimated to exceed the longer of (i) one hundred eighty (180) days or (ii) a commercially reasonable time period to rebuild the Premises such that the design and construction of the Premises is substantially similar to the design and construction immediately prior to the casualty, not to exceed two hundred seventy (270) days (the "Existing Design"), in either case following the casualty, then either party may terminate this Lease upon notice to the other party given no later than thirty (30) days after the Initial Reconstruction Notice, provided that Tenant may negate Landlord's termination of this Lease by providing notice to Landlord within sixty (60) days of Tenant's receipt of Landlord's termination notice, stating that Tenant elects to restore the Premises (and Landlord will assign any insurance proceeds from coverages required to be carried by this Lease ("Proceeds") to Tenant, if applicable, pursuant to the process described in Section 15(b)). In connection with the foregoing, Tenant shall exercise one or more Extension Terms so the then term of the Lease is at least five (5) years if Tenant elects to restore the Premises. In the event that Landlord determines to restore the Premises in accordance with this Section 15(a), Landlord shall diligently pursue the completion of such restoration and shall keep Tenant regularly apprised of the status of such restoration. Notwithstanding the foregoing, Tenant may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than ninety (90) days to repair such damage. Notwithstanding the foregoing, if Landlord's lender applies the Proceeds to Landlord's loan secured by the Premises or is Landlord's Proceeds plus the amount of its deductible are not sufficient to restore the Premises to the Existing Design, Landlord may terminate this Lease.
- Restoration in General. If this Lease is not terminated under Section 15(a), then Landlord will promptly restore the Premises, unless Tenant elects to restore the Premises by providing notice to Landlord within sixty (60) days of Tenant's receipt of the Initial Reconstruction Notice. The party carrying the property insurance for the Premises (the "Insuring Party") will assign to the party restoring the Premises (the "Constructing Party") any Proceeds relating to restoration of the Premises on account of the casualty, and allow the Constructing Party to participate in negotiations with the Insuring Party's insurer regarding the coverage for the reconstruction of the Premises in accordance with the Restoration Plans. Tenant may notify Landlord within thirty (30) days after receipt of the Initial Reconstruction Notice of Tenant's desire to modify the Building design ("Alternate Improvements"). Tenant and Landlord will have thirty (30) days to agree upon the restoration plans and any resulting changes to the surrender obligations (the "Restoration Plans") and the target completion date that would apply if the Premises were restored to a condition substantially similar to the design and construction immediately prior to the casualty (the "Existing Design") and any extended period of time due to the Alternate Improvements (the "Restoration Schedule"). If the parties cannot agree upon the Restoration Plans and/or the Restoration Schedule, then within ten (10) Business Days after a request from either party following expiration of the time period to agree upon the Restoration Plans and Restoration Schedule, the matter will be submitted to arbitration pursuant to the Expedited Arbitration Process (defined in Additional Terms and Conditions, Addendum 3). Each of Landlord and Tenant will submit to the arbitrator its proposed Restoration Plans and/or Restoration Schedule. The arbitrator, in good faith, will select, (x) in the case of disagreement over the Restoration Plans (1) with respect to the Building design, which set of Restoration Plans is most similar to the Existing Design; and (2) with respect to the Alternate Improvements, whether Landlord is reasonable in disapproving any elements of the Alternate Improvements; or (y) in the case of disagreement over the Restoration Schedule, which Restoration Schedule is commercially reasonable for construction in accordance with the Restoration Plans. All construction and/or repairs made by the Constructing Party will be made in accordance with Legal Requirements and in a good and workmanlike manner, with architecture, facilities

and amenities of no less quality than existing prior to the casualty. To the extent there are any remaining Proceeds after the restoration of the Premises (including any Alternate Improvements) relating to the Tenant Percentage (defined in Section 19 of Additional Terms and Conditions, Addendum 3), such Proceeds will belong to Tenant to the extent allowed by Landlord's mortgage lienholder.

- (c) <u>Landlord is Constructing Party.</u> Base Rent and Operating Expenses will be abated in proportion to the square footage of the Premises affected by the casualty and related restoration work from the date of such casualty to completion of restoration (and for up to an additional thirty (30) days for Tenant's restoration of any improvements or equipment installed by Tenant); provided that Base Rent and Operating Expenses will abate for any additional time required for the Alternate Improvements only to the extent that rent loss proceeds are available. If restoration is not completed within one hundred twenty (120) days after the date specified in the Restoration Schedule, subject to extension due to Force Majeure for up to an additional ninety (90) days, Tenant will have the right to terminate this Lease upon notice to Landlord. Alternatively, Tenant may elect to complete the restoration of the Premises by delivering notice to Landlord, in which event Landlord will assign any unused Proceeds to Tenant.
- (d) Tenant is Constructing Party. Base Rent and Operating Expenses will be abated in proportion to the square footage of the Premises affected by the casualty and related restoration work from the date of such casualty to the date specified in the Restoration Schedule, subject to extension due to Force Majeure for up to ninety (90) days (and for up to an additional thirty (30) days for Tenant's restoration of any improvements or equipment installed by Tenant); provided that Base Rent and Operating Expenses will abate for any additional time required for the Alternate Improvements only to the extent that rent loss proceeds are available.
- Condemnation. If all the Premises are taken for any public or quasi-public use under any Legal Requirement or by eminent domain, or by purchase or easement in lieu thereof (a "Taking"), or if a partial Taking would materially reduce or impair the size, access to, or use of the Premises by Tenant for the Permitted Uses, then upon notice by Tenant this Lease will terminate on the effective date of such Taking, and Base Rent and Operating Expenses will be apportioned as of said date. For partial Takings without termination, Landlord will promptly, at its sole cost, restore and reconstruct the Premises, and the Base Rent and Operating Expenses will be reduced to such extent as may be fair and reasonable under the circumstances. If allowed under Legal Requirements, Tenant may separately pursue a claim against the condemnor for (a) the value of the Tenant Percentage, Tenant's Property or Tenant-Made Alterations; (b) Tenant's moving costs; (c) Tenant's loss of business; and/or (d) Tenant's leasehold interest, or if such damages and/or expenses are included in Landlord's condemnation award, Landlord will turn over such portion of its award to Tenant, provided in either event such award does not reduce Landlord's award. Landlord will promptly notify Tenant of any threatened Taking known to Landlord and allow Tenant to participate in such negotiations if it is customary in such jurisdiction.

17. Assignment and Subletting.

Transfers. Except as set forth below, without Landlord's prior written consent, which may not be unreasonably withheld, delayed, or conditioned, Tenant will not assign this Lease, sublease any portion of the Premises, or grant any license or right to use any portion of the Premises (each, a "Transfer") to any person or entity (a "Transferee"). Lack of creditworthiness in Landlord's reasonable discretion shall be an acceptable reason to not consent to an assignment of this Lease or a sublet of the Premises. Upon a Transfer, Tenant and Tenant Guarantor remain liable for the Tenant's obligations hereunder except as otherwise set forth herein. Landlord will approve or disapprove of any Transfer request within fourteen (14) Business Days following receipt of a complete request therefor and will provide reasons for any disapproval, if applicable. If Landlord does not respond within fourteen (14) Business Days, then the request will be deemed approved. Notwithstanding anything to the contrary, Tenant may effect a Transfer, without Landlord's consent, to (i) any entity controlling, controlled by, or under common control with Tenant (an "Affiliated Entity"); (ii) any entity resulting from the merger or consolidation of or with Tenant or an Affiliated Entity; (iii) any person or entity that acquires all (or substantially all) of the assets of Tenant or an Affiliated Entity; (iv) any successor of Tenant or an Affiliated Entity by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets; or (v) to West Virginia University Health System (each of the scenarios described in clauses (i)-(iv) above, a "Tenant Affiliate") (collectively, "Permitted Transferees"). Section 17(b) does not apply to Permitted Transferees. Section 17(c) does not apply to an assignment to a Permitted Transferee. Notwithstanding anything herein to the contrary, use of the Premises by an unaffiliated Transferee is subject to Section 3(a). Upon a Transfer (other than a sublease or to a Permitted Transferee), Tenant and Tenant Guarantor may be released from its obligations hereunder provided the Transferee has a creditworthiness, in Landlord's sole discretion, equal or better than Tenant and Tenant

Guarantor at the time of such Transfer, Any release of Tenant or Tenant Guarantor shall only be valid by a signed writing evidencing the same.

- (b) <u>Transfer Premium</u>. In the event that the rent payable by a Transferee exceeds the Base Rent and Operating Expenses payable under this Lease, then Tenant will pay Landlord as additional rent hereunder fifty percent (50%) of such excess rent within thirty (30) days following receipt thereof by Tenant. If such Transfer is for less than all of the Premises, such excess rent will be calculated on a rentable square foot basis.
- (c) <u>Right to Pursue Transferee</u>. If Tenant effects a Transfer, or if the Premises are occupied in whole or in part by anyone other than Tenant, then during a Tenant Default, Landlord may collect any rent due under the terms of the relevant Transfer from any Transferee or other occupant and apply it to the Rent payable hereunder. No such collection or application of rent will be deemed a release of Tenant from Tenant's further performance of its obligations hereunder.
- (d) <u>Landlord Transfers</u>. "<u>Landlord</u>" means only the owner, for the time being, of the Building and the Land, and if such owner transfers its interest in the Building and the Land to a bona fide third party purchaser or an affiliate of Landlord that assumes all obligations of Landlord under this Lease, such owner will be released and discharged from all obligations of Landlord thereafter accruing, but such obligations will be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

18. Indemnification.

- (a) Tenant Indemnification Obligation. To the extent permitted by Legal Requirements, but subject to Sections 9(d) and 33, and except to the extent resulting from the negligence or willful misconduct of a Landlord Party or a breach of this Lease by Landlord, Tenant agrees to indemnify, defend, and hold harmless Landlord and its affiliates, as well as their respective agents, servants, directors, officers, and employees (collectively, the "Landlord Indemnitees"), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from claims by third parties occasioned by (i) death, injuries to any person, or damage to, or theft or loss of, property occurring in or about the Premises to the extent caused or alleged to be caused by the violation of Legal Requirements, fraud, gross negligence, or willful misconduct of Tenant or of any member, partner, manager, affiliate, contractor, or subcontractor of Tenant or its or their officers, directors, employees, or agents, or of any invitee or licensee of Tenant (including Tenant, each, a "Tenant Party," and collectively, the "Tenant Parties"); or (ii) any actual or alleged breach of this Lease by Tenant. If any proceeding is brought against any Landlord Indemnitee involving a claim from which Tenant is obligated to indemnify the Landlord Indemnitees pursuant to this Section, Tenant, upon notice from Landlord, will resist and defend such proceeding with respect to that claim (by counsel reasonably satisfactory to Landlord, except Landlord's consent is not required if such defense is provided by Tenant's insurer) at Tenant's sole cost. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Section 18(a).
- (b) Landlord Indemnification Obligation. To the extent permitted by Legal Requirements, but subject to Sections 9(d) and 33, and except to the extent resulting from the negligence or willful misconduct of a Tenant Party or a breach of this Lease by Tenant, Landlord agrees to indemnify, defend, and hold harmless Tenant and its affiliates, as well as their respective agents, servants, directors, officers, and employees (collectively, the "Tenant Indemnitees"), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from claims by third parties occasioned by (i) death, injuries to any person, or damage to, or theft or loss of, property occurring in or about the Premises to the extent caused or alleged to be caused by the violation of Legal Requirements, fraud, gross negligence, or willful misconduct of Landlord or of any member, partner, manager, affiliate, contractor, or subcontractor of Landlord or its or their officers, directors, employees, or agents, or of any invitee or licensee of Landlord (including Landlord, each, a "Landlord Party," and collectively, the "Landlord Parties"); or (ii) any actual or alleged breach of this Lease by Landlord. If any proceeding is brought against any Tenant Indemnitee involving a claim from which Landlord is obligated to indemnify the Tenant Indemnitees pursuant to this Section, Landlord, upon notice from Tenant, will resist and defend such proceeding with respect to that claim (by counsel reasonably satisfactory to Tenant, except Tenant's consent is not required if such defense is provided by Landlord's insurer) at Landlord's sole cost. The furnishing of insurance required hereunder shall not be deemed to limit Landlord's obligations under this Section 18(b).
- 19. Inspection and Access. A Landlord Party may only enter the Premises during normal business hours on at least one (1) Business Days' notice (except in an emergency, when no such notice is required) (a) to inspect the Premises and to perform its obligations under this Lease; and (b) to show the Premises to prospective purchasers and, during the last nine (9) months of the Lease Term (but not before either all extension rights under this Lease have expired or Tenant has elected not to renew the Lease Term in accordance with Section 34 hereof) to prospective tenants.

Tenant's Property; Waiver of Landlord's Lien. All of Tenant's property that is not permanently affixed to the Building or the Land (collectively, "Tenant's Property"), however installed or located on or about the Premises, will be and remain the property of Tenant or its lender, service providers, contractors, or vendors (and their respective lenders or contractors) (collectively, "Vendors") and may be installed, modified, and removed at any time and from time to time during the Lease Term without Landlord's consent. In no event (including a Tenant Default) will Landlord have any lien or other security interest in any of Tenant's Property located in the Premises or elsewhere, and Landlord hereby expressly waives and releases any lien or other security interest however created or arising. At Tenant's request and cost, Landlord will execute a reasonable lien waiver and access agreement requested by Vendors so long as such party agrees (a) to provide Landlord with at least five (5) days' notice before exercising any remedy to remove Tenant's Property; (b) to allow a representative of Landlord to be present during the exercise of any such remedy; (c) to repair and restore any damage caused by the removal of Tenant's Property; (d) to carry at least the same level of insurance as required of Tenant during any time that such third party is on the Premises; (e) to indemnify, defend, and hold harmless Landlord from any claims arising out of or relating to such party's exercise of its rights; and (f) there will be no private or public auctions conducted at the Premises.

21. Surrender.

- (a) Surrender Obligations Generally. Upon expiration or earlier termination of this Lease, Tenant will surrender the Premises to Landlord in good condition, broom clean, except for reasonable wear and tear, casualty loss and condemnation covered by Sections 15 and 16, claims covered by the waiver of subrogation in Section 9(d), damage caused by any Landlord Parties, and replacement, repairs or maintenance for which Tenant is not responsible under this Lease. Landlord specifically acknowledges that reasonable wear and tear may leave the Premises in need of painting, re-carpeting, and the like. Any Tenant's Property not removed within thirty (30) days after notice from Landlord will be deemed abandoned, Tenant waives all claims resulting from Landlord's retention and disposition of such property and Tenant will promptly reimburse Landlord, within thirty (30) days after demand therefor, for its actual and reasonable costs of disposing of such Tenant's Property. In addition to removing its Personal Property, Tenant shall remove its signage. Tenant will not be obligated to remove the Building, or any permanently affixed improvements. Tenant will repair and restore any portions of the Premises damaged or otherwise adversely affected by Tenant's removal of improvements.
- (b) <u>Walk-Through</u>. Within thirty (30) days prior to the expiration of this Lease, however determined, Landlord and Tenant will conduct a walk-through of the Premises to determine the scope of improvements to be removed by Tenant from the Premises, (collectively, the "<u>Removal Scope</u>"). If Landlord fails to conduct such walk-through with Tenant in the time period provided in this Section 21(b), then Tenant may send Landlord its proposed Removal Scope. Landlord will approve of the Removal Scope or schedule a walk-through with Tenant within ten (10) days of receipt of the Removal Scope. If Landlord does not approve of the Removal Scope or schedule a walk-through with Tenant within ten (10) days, then Tenant may send Landlord an additional copy of the notice stating "FAILURE TO APPROVE THE REMOVAL SCOPE OR SCHEDULE A WALK-THROUGH WITHIN 5 DAYS WILL CONSTITUTE DEEMED APPROVAL," and, if Landlord does not approve of the Removal Scope or schedule a walk-through within five (5) days, the Removal Scope will be deemed approved. Tenant shall remove the improvements included in the Removal Scope at Tenant's sole cost.
- (c) Removal Period. Tenant will have the right of non-exclusive access to the Premises for a period of thirty (30) days following expiration or earlier termination of this Lease (the "Removal Period") to remove the portion of the Removal Scope and to restore the Premises as required under this Lease. During the Removal Period, Tenant's access will be subject to the terms and conditions of this Lease and Tenant will continue to be responsible for its insurance obligations hereunder, Base Rent, Tenant's Proportionate Share of Operating Expenses, and for the utilities applicable to the Premises. If Tenant has exercised the Operational Extension Option, this Removal Period will commence immediately following the Operational Extension Option. The Removal Period will not be considered a holdover for purposes of this Lease.
- 22. Holding Over. In the event a Tenant remains in possession of the Premises beyond the expiration of the Removal Period, Tenant shall be deemed to be occupying the Premises as a tenant from month to month at a minimum rent equal to one hundred fifty percent (150%) of the then current Base Rent, and subject to all of the other terms and provisions hereof, except only as to the minimum rent and term of the Lease. As a tenant on a month-to-month basis, Tenant shall vacate the Premises upon receiving thirty (30) days written notice from Landlord.
- 23. **Tenant Default**. Each of the following events will be an event of default by Tenant ("<u>Tenant Default</u>") under this Lease:
- (a) <u>Failure to Pay Rent</u>. Tenant fails to pay any installment of Rent when due, and such failure continues for a period of five (5) Business Days after notice that such payment was not made when due; provided, however, that with respect to Tenant's failure to timely make monthly payments of Rent, Landlord need not send more than three (3) such notices in any

calendar year.

- (b) <u>Bankruptcy</u>. Tenant or any guarantor or surety of Tenant's obligations hereunder (i) makes a general assignment for the benefit of creditors; (ii) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively, a "<u>proceeding for relief</u>"); (iii) becomes the subject of any proceeding for relief that is not dismissed within sixty (60) days of its filing or entry; or (iv) is dissolved. If a guarantor or surety files a proceeding for relief, Tenant may cure such Tenant Default by replacing such guarantor or surety within ninety (90) days of such filing with a guarantor or surety reasonably satisfactory to Landlord; provided, however, that it shall not be unreasonable for Landlord to reject any such replacement guarantor if it does not have a net worth, operating history or creditworthiness that is materially similar to that of the original guarantor.
- (c) Other Defaults. Tenant fails to comply with any provision of this Lease other than those specifically referred to above in this Section 23, and, except as otherwise expressly provided herein, such default continues for more than thirty (30) days after Landlord has given Tenant notice of such default, provided that where any such failure cannot reasonably be cured within a thirty (30)-day period, Tenant will not be in default if Tenant commences to cure the failure within the thirty (30)-day period, and thereafter diligently pursues all reasonable efforts to complete the cure. Notwithstanding the foregoing, such additional cure period shall not exceed one hundred fifty (150) days in any case (for a total of one hundred eighty (180) days).

24. Landlord Remedies.

- (a) Remedy Options. During the existence of a Tenant Default, Landlord may terminate this Lease or Tenant's right of possession (but Tenant will remain liable as hereinafter provided); provided that Landlord may not terminate this Lease or Tenant's right of possession unless, after a Tenant Default, Landlord delivers notice of Landlord's intent to so terminate (which notice will be in addition to any notice required under Section 23) and Tenant fails to cure such Tenant Default within ten (10) Business Days after receipt of the notice (or, in the case of a Tenant Default described in Section 23(c), if Tenant fails to commence to cure within ten (10) Business Days after receipt of the notice).
- (b) <u>Termination of Lease</u>. If Landlord terminates this Lease, Landlord may recover from Tenant the sum of the following: all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including leasing commissions incurred by Landlord (provided that Tenant will not be liable for any portion applicable to the period after the scheduled termination of this Lease); costs of removing and storing Tenant's or any other occupant's property; costs of putting the Premises into the condition that Tenant was required to leave it on termination of this Lease; all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and the present value (discounted at the rate of 6% per annum) of the difference between the Base Rent and Operating Expenses provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises for the period following the termination measured from the date of such termination to the expiration date stated in this Lease (excluding any extension periods).
- (c) Termination of Possession. If Landlord terminates Tenant's right to possession and without terminating this Lease, Landlord will use commercially reasonable efforts to mitigate its damages and relet the Premises; provided that (i) any reletting will be on such terms and conditions as Landlord in its reasonable discretion may determine; (ii) Landlord may lease any other space controlled by Landlord first; and (iii) any proposed tenant must meet Landlord's reasonable leasing criteria. For the purpose of such reletting, Landlord is authorized to make any repairs and alterations to the Premises as Landlord deems reasonably necessary or desirable. If the Premises are not relet, then Tenant will pay to Landlord as damages a sum equal to the amount of the Base Rent and Operating Expenses payable under this Lease for such period, plus the cost of recovering possession of the Premises (including reasonable attorneys' fees and court costs). If the Premises are relet and the sum realized from such reletting will not satisfy the Base Rent and Operating Expenses payable under this Lease, then Tenant will pay any such deficiency within thirty (30) days of demand from Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous Tenant Default. At any time after Landlord terminates Tenant's right to possession of the Premises, Landlord will consider, in good faith, any replacement tenant for all or any portion of the Premises, and the business term under which such replacement tenant would occupy the Premises, that is proposed by Tenant.

25. Landlord Default; Tenant Remedies; Interruption of Tenant's Business.

(a) <u>Landlord Default and Tenant Remedies</u> Landlord will be in default ("<u>Landlord Default</u>") if Landlord fails to perform any of its obligations hereunder within thirty (30) days after notice from Tenant specifying such failure; provided that where any such failure cannot reasonably be cured within a thirty (30)-day period, Landlord will not be in default if

Landlord commences to cure the failure within the thirty (30)-day period and thereafter diligently pursues all reasonable efforts to complete the cure. Notwithstanding the above, Landlord acknowledges that continuous operation is critical to Tenant's business and agrees that if Landlord's failure causes material interference to Tenant's operations, Landlord will commence its cure within such shorter period as is commercially reasonable given the nature of the failure and the interference and will diligently prosecute the cure to completion. If Tenant gives notice that Landlord's actions or a Landlord Default would or is causing a material interference with Tenant's operations (any event, a "Material Interference"), then Landlord will respond within forty-eight (48) hours with a statement of Landlord's plan to address the Material Interference and the estimated time for cure, commence the cure as soon as possible (but in any event within forty-eight (48) hours after Tenant's notice), and diligently pursue and keep Tenant informed of the progress of the cure and Landlord's failure to comply with this sentence will constitute a Landlord Default. If Landlord is in default (including failure to address a default in the shorter time periods provided for in this subsection), Tenant shall have all remedies available at law or in equity, including, without limitation, Tenant may take commercially reasonable actions to cure the Landlord Default (or to cure a Material Interference, which Tenant may do without prior notice if such prior notice is not reasonably possible due to an emergency, provided that Tenant notifies Landlord within two (2) Business Days after commencement of cure of such Material Interference) and, if Landlord fails to reimburse Tenant for the actual and reasonable costs and actual and reasonable attorneys' fees for such curative actions, or if Landlord fails to pay any other amount owed to Tenant under this Lease, within thirty (30) days after demand therefor, accompanied by supporting evidence of the expenses incurred by Tenant where applicable, Tenant may bring an action for damages against Landlord to recover such costs and reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in Section 12 of Additional Terms and Conditions, Addendum 3), and reasonable attorneys' fees incurred by Tenant in bringing such action for damages.

- 26. Generator and Antennae. Tenant shall be entitled to install, at its sole cost and expense, antennae and satellite dishes upon the roof of the Building. Tenant shall remove the same upon the termination of this Lease, however determined, and shall repair any damage caused by such installation or removal. Tenant shall be entitled to install, at Tenant's sole cost and subject to the Plan Approval Process including the selection of a location to be mutually agreed upon by Landlord and Tenant, and operate a generator at the Premises. Tenant shall be entitled to remove the same at any time during the term of this Lease, however determined, and shall repair any damage caused by such installation, operation, or removal.
- 27. Subordination. If there is a mortgage or deed of trust encumbering the Premises, within thirty (30) days after the execution of this Lease, Landlord shall deliver an SNDA executed by Landlord and Landlord's mortgage lienholder in a form as described below and otherwise acceptable to Tenant, and Tenant shall execute and deliver the same to Landlord within ten (10) days of receiving the same from Landlord. This Lease and Tenant's interest and rights hereunder are and will be subordinate at all times to the lien of any first priority mortgage, now existing or hereafter created on or against the Premises, and to the lien of all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments, and extensions thereof, provided that the mortgage lienholder has executed, acknowledged, and delivered to Tenant a subordination, non-disturbance, and attornment agreement ("SNDA") reasonably acceptable to it and Tenant. Notwithstanding the foregoing, any such lienholder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice to Tenant, and thereupon this Lease will be deemed prior to such mortgage without regard to their respective dates of execution, delivery, or recording and in that event such lienholder will have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery, and recording of such mortgage and had been assigned to such mortgage lienholder.
- 28. Mechanics' Liens. Tenant will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work by Tenant on the Premises and will hold Landlord harmless from all losses, costs, or expenses based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant will give Landlord immediate notice of any lien or encumbrance against the Premises as a result of work by Tenant and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30)-day period.
- 29. **Estoppel Certificates.** Tenant and Landlord agree, from time to time, but not more often than two (2) times in any calendar year (except in connection with a sale or financing, in which case there is no limit), within twenty (20) days after request of the other that is delivered pursuant to Section 5 of <u>Additional Terms and Conditions, Addendum 3</u>, to execute and deliver to each other, any prospective purchaser, or any lender for the Premises, an estoppel certificate in the form attached hereto as <u>Exhibit E</u>, with appropriate exceptions to the statements therein. Tenant acknowledges that a purchaser or lender may rely upon the truth of the matters set forth in any such estoppel certificate. The parties acknowledge that an estoppel certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or

otherwise have legal effect (except as an estoppel from asserting any contrary fact or claim as that set forth in such certificate), or modify in any way, such party's relationship, obligations, or rights vis-à-vis the other party.

30. Environmental Requirements.

- (a) Hazardous Materials Generally and Tenant Obligations. Except for Hazardous Materials used in connection with Tenant's normal business operations as permitted under this Lease, including, without limitation, any packaged merchandise to be sold, handled, and/or held for shipment, maintenance of Tenant's trucks and machinery, fuel (including liquid hydrogen or other alternative fuels) or batteries for any trucks, generators, or other machinery (all of which will be handled by Tenant in compliance with all Environmental Requirements), Tenant will not permit any Hazardous Material upon the Building or Land, or transport, store, use, generate, manufacture, or release any Hazardous Material in or about the Building or Land without Landlord's prior consent, which may be granted or denied in Landlord's sole discretion. Tenant, at its sole cost, to the extent required by Environmental Requirements, will investigate, remove, monitor, mitigate, and remediate Hazardous Materials released into, upon, under or on the Building or Land by any Tenant Parties. Landlord will provide Cooperation Efforts to obtain or comply with any licenses, permits, or other governmental permissions required in connection with Tenant's use of Hazardous Material in compliance with this Section. "Environmental Requirements" means all Legal Requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder. "Hazardous Materials" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Requirements.
- (b) <u>Landlord Representations</u>. Landlord represents and warrants to Tenant that: (i) the property under and around the Premises was formerly utilized as a site for coal mining activities. To the knowledge of Landlord, the property has been reclaimed in compliance with all applicable federal and state laws, and all permits and bonds formerly in existence with respect to the former coal mining activities and the subsequent reclamation activities have been released; and (ii) no Hazardous Materials, as herein defined, or any other toxic materials are present on, under, or in the Premises. Tenant acknowledges that as of the Effective Date, Landlord has provided it with copies of any environmental reports pertaining to the Premises.
- (c) <u>Tenant Indemnification Obligation</u>. Tenant will indemnify, defend, and hold Landlord harmless from and against any and all losses, liabilities, damages, costs, and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys' and consultants' fees, and punitive and/or natural resource damages) (collectively, "<u>Environmental Claims</u>") that are brought or recoverable against, or incurred by, Landlord as a result of any release of Hazardous Materials that Tenant is obligated to remediate as provided above or any other breach of the requirements under this Section 30 by any Tenant Party, regardless of whether Tenant had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Party.
- Tenant Obligations. Tenant shall, at its sole cost, comply with, and cause the Building and the Land to comply with, all Environmental Requirements during the Lease Term, except to the extent any non-compliance with any such Environmental Requirement is the result of Landlord's actions or omissions or to the extent any non-compliance with any such Environmental Requirements is as a result of any Hazardous Materials existing at the Premises as of the Effective Date. Without limiting the foregoing, Tenant shall, at its sole cost, promptly and diligently (i) investigate, remove, monitor, mitigate, and/or remediate (or, at Landlord's election, reimburse Landlord for the costs to investigate, remove, monitor, mitigate, and/or remediate) any and all Hazardous Materials located in, on, and under the Building or the Land to the extent required by Environmental Requirements, or as may be required for the health or safety of Tenant's employees; and (ii) obtain, maintain, and comply with any and all permits required with respect to the Building and the Land under applicable Environmental Requirements, except to the extent as a result of Landlord's actions or omissions or for any Hazardous Materials existing at the Premises as of the Effective Date. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all Environmental Claims that are brought or recoverable against, or incurred by, Landlord arising from (x) any environmental condition existing during Tenant's occupancy of the Premises but not as of the Effective Date in violation of Environmental Requirements and caused by any Tenant Party; (y) the release of Hazardous Materials by Tenant or any Tenant Parties affecting the Premises and in violation of Environmental Requirements; or (z) any other breach of the requirements under this Section 30 by any Tenant Party, regardless of whether Tenant had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Party. An authorized representative for Tenant shall sign any legally required hazardous waste manifests, if any, as the "generator" for applicable soils, groundwater, existing building materials, or related materials generated at the Premises during renovation activities as contemplated under this Lease.
- (e) <u>Remediation Obligations</u>. If, during the Lease Term, Landlord reasonably believes that any Hazardous Materials are located in, under, on, or about the Building or the Land in violation of any Environmental Requirements that

Tenant is liable for under this Section 30 (other than those that the Notifying Party is responsible for under this Section 30), then Landlord shall promptly give Tenant notice thereof (the "Hazardous Materials Notice"). Within thirty (30) days after receipt of the Hazardous Materials Notice, Tenant, at its sole cost, shall diligently conduct its own investigation, and Tenant shall commence to remove, monitor, mitigate, and/or remediate such Hazardous Materials to the extent required by Environmental Requirements and by this Section 30, or as may be required for the health or safety of Tenant's employees, within sixty (60) days after the Hazardous Materials Notice and thereafter diligently prosecute such activities to completion. If Tenant fails to perform its obligations under this Section 30(e), Landlord in addition to other remedies of Landlord, may elect to perform such obligations on behalf of Tenant and the Tenant shall reimburse the Landlord. Notwithstanding the foregoing, Tenant shall have no responsibility for the removal, monitoring, mitigation, and/or remediation of any Hazardous Materials present in the soil or groundwater underneath the Premises if such Hazardous Materials were initially released from a source off the Premises and migrated to the soil and groundwater underneath the Premises, and neither the initial release, nor the subsequent migration or expansion were caused by Tenant.

- (f) <u>Landlord Indemnification Obligation</u>. Landlord will indemnify, defend, and hold Tenant harmless from and against any and all Environmental Claims that are brought or recoverable against, or incurred by, Tenant as a result of any Hazardous Materials existing as of the Effective Date on the Premises, the release of Hazardous Materials that Landlord is obligated to remediate as provided above or any other breach of the requirements under this Section 30 by any Landlord Party, regardless of whether Landlord had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Party.
- 31. Security Service. Landlord is not providing any security services with respect to the Premises and will not be liable to Tenant for any loss by theft or any other damage incurred by Tenant in connection with any unauthorized entry into the Premises by any third party or any other breach of security, except to the extent such entry or breach of security is caused by the negligence or willful misconduct of any Landlord Party or a breach of this Lease by Landlord.
- 32. Intentionally deleted.
- 33. Waiver of Consequential Damages; Liability of Landlord. Notwithstanding anything to the contrary, neither Landlord nor Tenant will be liable to the other for consequential damages, such as lost profits or interruption of either party's business. Any liability of Landlord under this Lease will be limited solely to its interest in the Building and the Land and to the rents and proceeds therefrom (including insurance proceeds), and in no event will any recourse be had to any other property or assets of Landlord. Tenant shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises, Building, and/or the Land, or any portion thereof, and Tenant shall look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be personally liable for any such liability.
- 34. Option to Extend. Tenant shall have three (3) options of five (5) years each to renew this Lease (each, a "Renewal Option") upon the same terms except for Base Rent, which shall be paid in accordance with Base Rent and Operating Expense Exclusions, Addendum 1. To exercise a Renewal Option, Tenant shall provide Landlord with written notice three hundred sixty-five (365) days prior to the expiration of the initial term of this Lease or any renewal term. If Tenant exercises its Renewal Option, the term "Lease Term" as used in this Lease will be construed to include the applicable term of the Renewal Option.
- 35. Right of First Offer. Tenant has a right of first offer to purchase the Building and the Land in accordance with Exhibit G.
- 36. Intentionally deleted.
- 37. Intentionally deleted.
- 38. Additional Terms and Conditions. Additional Terms and Conditions, Addendum 3 contains additional standard terms and conditions of this Lease.
- 39. Tenant Guaranty. Tenant Guarantor has provided a guaranty for Tenant's payment obligations in this Lease in the form attached as **Exhibit H** (the "Guaranty").

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Landlord and Tenant have executed below (the "Effective Date").	this Lease on the dates set forth below, to be effective as of the later of the dates shown
LANDLORD:	WESTRIDGE COMMERCE CENTRE DEVELOPMENT 2E LLC, a West Virginia limited liability company By: WestRidge Management LLC, a West Virginia limited liability company
	Its: Manager Ryan Lynch By: Ryan Lynch, its Manager

[SIGNATURES CONTINUE ON NEXT PAGE]

CONFIDENTIAL

CONFIDENTIAL	
TENANT:	OWENS & MINOR DISTRIBUTION, INC., a Virginia corporation
	By: Name: Andy Long 1 Title: EVP & CFO
	Data signed. July 21, 2022

ADDENDUM 1

BASE RENT AND OPERATING EXPENSE EXCLUSIONS

Base Rent.

Base Rent schedule below based upon the Initial Landlord's Work Allowance of \$58,523,868 and subject to reconciliation to final Landlord's Work Allowance per the process described in Addendum 5.

Start Date End Date Annua		Annual PSF Rent	Monthly Base Rent	Annual(ized) Base Rent
Month 1	Month 12	\$ 10.56	\$ 304,811.81	\$ 3,657,741.75
Month 13	Month 24	\$ 10.77	\$ 310,908.05	\$ 3,730,896.59
Month 25	Month 36	\$ 10.99	\$ 317,126.21	\$ 3,805,514.52
Month 37	Month 48	\$ 11.21	\$ 323,468.73	\$ 3,881,624.81
Month 49	Month 60	\$ 11.43	\$ 329,938.11	\$ 3,959,257.30
Month 61	Month 72	\$ 11.66	\$ 336,536.87	\$ 4,038,442.45
Month 73	Month 84	\$ 11.89	\$ 343,267.61	\$ 4,119,211.30
Month 85	Month 96	\$ 12.13	\$ 350,132.96	\$ 4,201,595.52
Month 97	Month 108	\$ 12.37	\$ 357,135.62	\$ 4,285,627.43
Month 109	Month 120	\$ 12.62	\$ 364,278.33	\$ 4,371,339.98

TOTAL	\$40,185,984.95
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The first increase in Base Rent (the "Base Rent Escalation") will occur twelve (12) full months after the Commencement Date and subsequent increases will occur every twelve (12) months thereafter, including in any Renewal Option. For the avoidance of doubt, Base Rent in the first (1st) lease year of any Renewal Option shall be one hundred two percent (102%) of Base Rent in the immediately preceding lease year and shall escalate two percent (2%) annually for the remaining lease years of each Renewal Option. If the Commencement Date does not occur on the first day of a calendar month, then the Base Rent Escalation will occur on the first day of the first full calendar month following the date that is twelve (12) months from the Commencement Date.

Operating Expense Exclusions. Tenant will not be responsible for the following costs: (1) costs incurred in connection with the original construction, or subsequent reconfiguration or upgrade, of the Building or the Land; (2) costs of correcting structural defects during the Lease Term; (3) real estate brokers' commissions, renovations, tenant improvements, or other costs incurred for attracting tenants or with respect to other rentable area; (4) costs resulting from the negligence or willful misconduct of any Landlord Party or the default of Landlord under this Lease or any other agreement affecting Landlord, the Building, or the Land; (5) legal, accounting, or professional fees and costs incurred in connection with lease negotiations, lease enforcement, administration or disputes, the audit of any Landlord financial materials and requests related to any assignment or sublease; (6) interest and principal payments or other amortization or depreciation charges on the Building or the Land (including the Building systems and equipment) or the indebtedness of Landlord; (7) exclusive of the PM Fee Cap, overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services, or for supplies or other materials, to the extent the amounts incurred exceed those that would have been reasonably incurred if such supplies, materials, or services were obtained from unrelated third parties; (8) contributions to any political or charitable persons or entities; (9) costs for the acquisition or maintenance of art; (10) advertising, marketing, and promotion costs; (11) costs associated with the operation of the entity that constitutes Landlord, as distinguished from costs of operation of the Building and the Land; (12) costs for which Landlord receives reimbursement under warranties or by insurers, other tenants, or third parties; (13) reserves; (14) costs incurred to comply with Environmental Requirements or to investigate, remove, remediate, or respond to any claim related to Hazardous Materials (but Tenant's responsibility for Hazardous Materials brought onto the Premises by any Tenant Party will be governed by Section 30); (15) costs of capital repairs or replacements unless amortized in equal monthly installments over

be governed by Section 30); (15) costs of capital repairs or replacements unless amortized in equal monthly installments over their useful lives in accordance with GAAP; (16) costs and expenses incurred in leasing equipment or systems that would ordinarily constitute a capital expenditure if such equipment or systems were purchased, to the extent such rental charges exceed the amortization charge, if any, that would have been permitted had the item been purchased; (17) costs of repairs or other work necessitated by fire, windstorm, or other casualty and costs of repair or other work necessitated by the exercise of the right of eminent domain; (18) cost of insurance coverages not generally carried by landlords of similar buildings in the area; (19) insurance deductibles and co-insurance payments; provided that no more than \$200,000 of insurance deductibles in the aggregate may be included in Operating Expenses for any one insured event; (20) interest or penalties due to the late payment of taxes, utility bills, or other costs; (21) costs, including fines, penalties, and legal fees incurred, due to violations by any Landlord Party, or any other tenant or occupant of the Building or the Land, of Legal Requirements, contracts, or leases pertaining to the Building or the Land, or title matters; (22) any amount paid to an owners' association of which the Building and the Land are a part or paid in connection with any covenants, conditions, and restrictions or other title matters affecting the Building and the Land if such costs would be excluded from Operating Expenses pursuant to other provisions of Section 6 of this Lease and this Addendum 1; (23) rent under any ground lease or master lease; (24) costs incurred in connection with the financing or transfer of the Building or the Land (including the cost of any lender's policy of title insurance) or any interest therein; (25) the cost of any action that is specifically Landlord's expense under this Lease or any costs for which Landlord is required to pay or reimburse Tenant (including the cost of any repairs or replacements covered by Landlord's express warranties set forth in this Lease); (26) expenses that are separately metered or calculated and that are billed separately to Tenant or one or more other tenants, as applicable; (27) wages, salaries, and other compensation paid to personnel above the grade of property manager; (28) Landlord's general overhead and any other expense not directly related to the Building and the Land; (29) property management fees in excess of the PM Fee Cap; and (30) to the extent not already covered above, any maintenance obligations of Landlord listed as "Landlord Maintenance Obligations - Non-Recoverable" on Exhibit D.

ADDENDUM 2

INTENTIONALLY OMITTED

ADDENDUM 3

ADDITIONAL TERMS AND CONDITIONS

- 1. Conflict; Amendment. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. In the event of any conflict between any exhibits or addenda attached to this Lease and this Lease, such exhibits or addenda will control. Any capitalized terms used but not defined in any exhibit or addendum will have the same meaning ascribed to them in this Lease. No representations, inducements, promises, or agreements are effective unless contained in this Lease, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except in a written agreement signed by both parties.
- 2. **Brokers**. Landlord shall pay to Newmark ("<u>Broker</u>") a broker's fee in connection with Lease pursuant to a separate agreement between Landlord and Broker. In addition Landlord will be responsible for payment of \$173,188.00 to Tenant's third party construction/ project manager, payable within sixty (60) days of the Commencement Date.
- 3. Severability. If any provision of this Lease is determined to be illegal, invalid, or unenforceable under Legal Requirements, the parties intend that the remainder of this Lease will not be affected thereby.
- 4. **Joint and Several Liability**. If and when included within the term "Tenant," there is more than one person, firm, or corporation, each will be jointly and severally liable for the obligations of Tenant. If and when included within the term "Landlord," there is more than one person, firm, or corporation, each will be jointly and severally liable for the obligations of Landlord.
- Notice. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered (except as otherwise provided in this Lease) (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth on Notice Addresses, Addendum 4. Except where otherwise expressly provided to the contrary, notice is deemed given upon delivery or when delivery is refused. Either party may change its notice address by giving notice in the manner set forth above. Landlord agrees that notices sent to the address(es) shown on Notice Addresses, Addendum 4 are all of the parties who comprise Landlord who are entitled to notice under this Lease.

- Consent. Except as otherwise expressly provided in this Lease, neither party will unreasonably withhold, condition, or delay any consent or approval to be given pursuant to this Lease.
- 7. No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Lease in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions, and covenants of this Lease or modify the same, and a waiver by either party to enforce its rights pursuant to this Lease or at law or in equity will not be a waiver of such party's rights in connection with any subsequent default. The receipt of rent or other payment by either party with knowledge of the breach of any term, provision or covenant of this Lease will not be a waiver of such breach. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.
- 8. Memorandum of Lease. Upon Tenant's or Landlord's request, the other party will execute a memorandum of lease in a form which is mutually acceptable to Landlord and Tenant, which the requesting party may record at its sole cost. Landlord will not record a memorandum of lease without Tenant's prior consent, in its sole and absolute discretion.
- 9. Not a Binding Offer. The submission by Landlord or Tenant of this Lease will have no binding force or effect, will not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party, until execution and delivery of this Lease by both parties.
- 10. Word Usage. Words of gender used in this Lease will be held and construed to include any other gender, and words in the singular will be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision of this Lease, or in any way affect the interpretation of this Lease. The words "includes" or "including" are used in this Lease to provide information that is illustrative or exemplary, and not exclusive or exhaustive.
- 11. Legal Counsel. Landlord and Tenant each acknowledge that it has had the opportunity to review this Lease with legal counsel of its choice, and ambiguities will not be construed or interpreted against the drafter.
- 12. Interest. Any amount owing by either party pursuant to this Lease that is not paid within five (5) Business Days after receipt of notice that such amount is past due will bear interest from the due date until paid in full at the lesser of the highest rate permitted by Legal Requirements or twelve

percent (12%) per year (the "<u>Default Rate</u>"), provided that no interest will be due until the second (2nd) such event in any three hundred sixty-five (365)-day period. If any Legal Requirement is judicially interpreted so as to render usurious any interest called for under this Lease, then it is the parties' express intent that all excess amounts theretofore collected be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to the applicable party), and, without needing to execute any new document, this Lease will be deemed immediately reformed and the amounts thereafter collectible reduced so as to comply with Legal Requirements while permitting the recovery of the fullest amount otherwise called for under this Lease.

- 13. Choice of Law; Venue. Except for any disputes resolved under the Expedited Arbitration Process, the laws of the State of West Virginia shall govern the validity, performance, and enforcement of this Lease. Any dispute arising under this Lease shall be brought in the United States District for the Northern District of West Virginia. If the said District Court will not accept jurisdiction thereof, such action or proceeding shall only be commenced in the Circuit Court of Monongalia County, West Virginia; the parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any such claims in such venues. To the extent any claims are not subject to the jurisdiction of the federal courts, and further to the extent such claims constitute "Business Litigation" as that term is defined under Rule 29.04 of the West Virginia Trial Court Rules, the parties hereto agree they will jointly seek to refer, by motion, stipulation or otherwise, such claims to the Business Court Division, as established by West Virginia Code §51-2-15.
- 14. Time is of the Essence. Subject to Section 24 of this Additional Terms and Conditions, Addendum 3, time is of the essence as to the performance of each party's obligations under this Lease.
- 15. **Business Day.** "Business Day" means any day that is not a Saturday, Sunday, or state or federal holiday.
- 16. Counterparts; Electronic Signatures. Landlord or Tenant may deliver executed signature pages to this Lease by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Lease may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.
- 17. Authority; Consent. Each party represents to the other that it has the full right and authority to bind itself without the consent or approval of any other person or entity and that it has full power, capacity, authority, and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. Landlord further represents and

- warrants that no consent of any lender or any other party is required for this Lease, or such consent has been obtained and evidence of same has been delivered to Tenant.
- 18. No Joint Venture or Partnership. It is the express intention of both Landlord and Tenant that this Lease be considered a lease between Landlord and Tenant for all purposes, including federal and state tax purposes. Nothing in this Lease will be construed as creating a joint venture, partnership, tenancy-in-common, joint tenancy, financing, agency, or any relationship other than a landlord-tenant relationship between Landlord and Tenant, express or implied, including for federal and state tax purposes. The parties will treat this Lease as a lease in their separate books and records and in any reports to any third party.
- Tax Treatment of Improvements. For federal tax purposes, the parties intend that Tenant will not be treated as recognizing gross income as a result of receiving any allowance from Landlord, to the maximum extent permitted under Legal Requirements. Consistent therewith, the parties intend that any "qualified lessee construction allowance" (as defined in section 110 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder (the "section 110 rules")) will qualify for the benefits accorded such allowances under the section 110 rules. The parties intend that any amount received in cash by Tenant from Landlord (or that is treated as a rent reduction) is, unless otherwise agreed to in writing by the parties, for the purpose of constructing or improving "qualified long-term real property" (as defined in the section 110 rules) for use in Tenant's trade or business at the "retail space" (as defined in the section 110 rules), which constitutes the Premises subject to this Lease. With respect to any "qualified lessee construction allowance" (as defined in the section 110 rules), Landlord and Tenant will comply with the section 110 rules, including the expenditure, consistent treatment, information reporting rules under Treasury regulations section 1.110-1(b)(4), (5) and -1(c). In addition, the parties agree that Landlord will be treated for all purposes, including tax purposes, as the owner of any improvements that were paid for with, or reimbursed by, an allowance (the "Landlord Percentage") and Tenant will be treated for all purposes, including tax purposes, as the owner of any improvements to the extent that the cost for such improvements exceeds any allowance provided by Landlord or was otherwise paid for by Tenant (the "Tenant Percentage"). Unless required to adopt a contrary position as a result of an administrative or judicial proceeding, the parties agree to file all federal income tax returns in a manner consistent with, and to take no action inconsistent with, the intentions set forth in this paragraph. The parties will provide each other with such cooperation as is reasonably necessary to implement the intentions of this paragraph.
- 20. Survival. All obligations of Landlord and Tenant hereunder not fully performed as of and intended to survive

the termination of the Lease Term as expressly provided in the Lease will survive the termination of the Lease Term for a period of two (2) years, including indemnity obligations, confidentiality obligations, obligations under Section 30 of this Lease, payment and reconciliation obligations and audit rights with respect to Operating Expenses, and obligations concerning the condition, repair, and/or surrender of the Premises.

- 21. Attorneys' Fees. The prevailing party in any action to enforce this Lease will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.
- 22. Quiet Enjoyment. So long as there is no continuing Tenant Default, Tenant will, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises free from claims arising by or through Landlord.
- 23. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LEGAL REQUIREMENTS, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS LEASE, THE GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.
- Force Majeure. Neither party will be held responsible for delays in the performance of its obligations hereunder when caused by abnormal inclement weather; acts of terrorists, war (whether declared or not) or national conflicts; strikes, lockouts, labor disputes, boycotts or work stoppages not caused by or limited to Landlord, or its contractors or subcontractors; natural disasters, such as earthquake, hurricane or flood; governmental restrictions, regulations or controls; epidemic, pandemic or similar public health crisis (up to 60 days); or delay in obtaining or inability to obtain labor, materials or reasonable substitutes, or Approvals, beyond time periods typical for the area (despite using commercially reasonable efforts to obtain), in each case that (a) could not reasonably have been anticipated and mitigated by such party; (b) is beyond the reasonable control of such party; and (c) could not be prevented or overcome, wholly or in part, by the exercise of commercially reasonable due diligence by such party ("Force Majeure"), provided that this will not apply (i) to excuse any failure of either party to comply with any monetary obligations hereunder; (ii) to

delay the date on which Tenant is entitled to exercise selfhelp rights; or (iii) only to the extent provided in Section 15 of this Lease, to delay the date on which either party is permitted to terminate this Lease or exercise other rights following a casualty. The parties acknowledge that extension of some of the deadlines in Section 1 of this Lease and elsewhere in this Lease for Force Majeure is limited as set forth in such sections. If Force Majeure occurs, the party claiming Force Majeure (the "Claiming Party") will give written notice to the other party within ten (10) days after first learning of the occurrence of the Force Majeure. If the Claiming Party fails to give such timely notice, the Claiming Party will have the extension in deadlines to which it would otherwise be entitled to (but for the late notice), reduced on a day-for-day basis for each day that the notice is late. In addition, Landlord will promptly notify Tenant by sending an email to Dishman, Wayne <Wayne.Dishman@owensminor.com> if Landlord or its agents, subcontractors, or consultants or any party acting on their behalf is directly or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official's request or with such official's assent or acquiescence) where making or offering the payment would cause Landlord to violate, or be in violation of, any Legal Requirements or this Section. As used herein, "Approvals" means any permit, consent, approval, authorization, agreement, waiver, easement, right of way, license or similar item that must be obtained from any person (including both private persons and governmental authorities) in order for work to be performed or Tenant to operate its business at the Premises.

25. Expedited Arbitration Process. "Expedited Arbitration Process" means arbitration according to the thencurrent Expedited Procedures under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"), modified as follows: (a) there will be one arbitrator who is selected utilizing the then-current AAA process and who has at least ten (10) years of relevant experience; (b) the arbitration will be conducted through document submission without a hearing; and (c) the arbitrator will issue a final decision within sixty (60) days after confirmation of the appointment of the arbitrator. The arbitrator will have no decision-making authority other than to select either the determination or recommendation of Landlord or Tenant as final and conclusive after due consideration of the factors to be taken into account under the applicable provisions of this Lease. The arbitrator's determination will be binding upon the parties. The costs and fees of the arbitrator will be shared equally by Tenant and Landlord.

ADDENDUM 4

NOTICE ADDRESSES

LANDLORD'S NOTICE ADDRESS:

WestRidge Commerce Centre Development 2E, LLC PO Box 4034 Morgantown, WV 26504-4034 Attention: Michelle Pekular

With a copy to: Brian D. Gallagher, Esq. Steptoe & Johnson PLLC

1000 Swiss Pine Way, Suite 200

Morgantown, WV 26501

(304) 598-8000

TENANT'S NOTICE ADDRESS:

Owens & Minor Distribution, Inc. 9120 Lockwood Blvd Mechanicsville VA 23116 Attention: Real Estate Director

With a copy to: Owens & Minor Distribution, Inc.

9120 Lockwood Blvd Mechanicsville VA 23116 Attention: General Counsel

ADDENDUM 5

LANDLORD'S WORK - CONSTRUCTION

- 1. Landlord's Work, Landlord will ensure and/or perform the following (collectively, the "Work"):
- (a) Deliver the completed Premises in accordance with the specifications set forth on <u>Landlord's Work</u>

 <u>Exhibit A</u> attached to this Addendum and designated as Landlord's responsibility therein (collectively, the "<u>Landlord's Work</u>").

(b) Payment for the Building:

- 1. Landlord and Tenant agree that the parties have set an allowance for the cost of Landlord to complete Landlord's Work ("Landlord's Work Allowance"), Landlord's Work Allowance will change, and is subject to reconciliation per the process prescribed herein. The total amount initially allocated for Landlord's Work Allowance is Fifty-Eight Million, Seven Hundred and Twenty Thousand, Seven Hundred and Forty-Four Dollars (\$58,523,868.00) (the "Initial Construction Allowance"). The Initial Construction Allowance is comprised of i) fixed costs of Nineteen Million, Nine Hundred and Thirty-Seven Thousand, Four Hundred and Seventy-Forty Dollars (\$19,740,598.00) ("Fixed Costs") and ii) direct construction costs of Thirty-Eight Million, Seven Hundred and Eighty-Three Thousand Two Hundred Seventy Dollars (\$38,783,270.00) ("Direct Construction Costs"). The parties agree that Fixed Costs will not change or be subject to reconciliation, but Direct Construction Costs will change and are subject to reconciliation. The final Landlord's Work Allowance will be the addition of i) the initial Fixed Costs and ii) final Direct Construction Costs, as reconciled.
- 2. The plans and specifications attached to this Addendum as <u>Exhibit A</u> (the "<u>Plans & Specifications</u>") are the most recent plans and specifications approved by Tenant. The estimated Direct Construction Costs (of \$38,783,270.00) and detailed in <u>Exhibit A</u> to this Addendum are based upon the Plans & Specifications. Upon the completion of one or more sets of construction drawings and Tenant's approval thereof, Landlord shall cause the respective construction drawings to be competitively bid to subcontractors in two or more bid packages. Following the bidding process, Landlord shall prepare and submit to Tenant an update to the detailed budget relating to the cost of Direct Construction Costs ("<u>Updated Direct Construction Cost Estimate</u>"), and Landlord's Work Allowance shall be adjusted to reflect the Updated Direct Construction Cost Estimate. In addition, Landlord shall provide a calculation of adjustment to Base Rent, if any, based upon the difference, if any, between the Initial Landlord's Work Allowance and the revised Landlord's Work Allowance, with such adjustment being calculated in accordance with the following formula for adjusting the initial (year one) annual Base Rent:

The total, cumulative, net change (+/-) between i) Direct Construction Costs and ii) Updated Direct Construction Cost Estimate, times 6.25%

3. Following the process described in <u>Section 1(b)(2)</u>, the parties acknowledge that Direct Construction Costs may change at any time during the completion of Landlord's Work because of increased costs of materials and/or labor. Tenant agrees that such increased costs shall increase the Landlord's Work Allowance (and thus increase Base Rent by the same formula prescribed above), Tenant agrees to such increases, subject to Direct Construction Costs not increasing by more than ten percent (10%) after the completion and reconciliation of bidding process results. Landlord shall use commercially reasonable efforts, in cooperation with Tenant to minimize any increases in Direct Construction Costs which result from increased costs of material or labor.

(c) Change Orders:

1. Any revisions, changes or substitutions expressly requested by Tenant to the Specifications shall be deemed to be "<u>Tenant Requested Changes</u>". Prior to proceeding with any Tenant Requested Changes, Landlord shall obtain Tenant's written approval of the same. Tenant agrees that it shall be solely responsible for the cost of any Tenant approved Tenant Requested Changes, and such appropriately approved Tenant Requested Changes shall be referred to as

"Tenant Approved Changes". Costs associated with Tenant Approved Changes shall be in addition to the increases described in Section 1(b)(3). Tenant and Landlord hereby agree that each of the following individuals have the authority to approve Tenant Requested Changes on behalf of Tenant, such approval may be provided by such individuals to Landlord via electronic mail, and such written approval shall be binding upon Tenant:

Name

Title

Wayne Dishman

Director, Real Estate, Owens & Minor, Inc.

Edward Ulbricht

Principal & Managing Director, Newmark

Landlord shall use commercially reasonable efforts, in cooperation with the Tenant, to minimize any additional costs and to mitigate any schedule delays as a result of any Tenant Approved Changes.

(d) Base Rent Reconciliation:

At any time during completion of Landlord's Work, Landlord may complete an interim reconciliation of Initial Landlord's Work Allowance based on Direct Construction Costs actually incurred by Landlord ("Actual Incurred Direct Construction Cost") and Base Rent shall be adjusted accordingly. In the event of a Substantial Completion Default and Tenant assumes Landlord's obligation to Substantially Complete the Landlord Work, Landlord and Tenant shall reconcile Landlord's Actual Incurred Direct Construction Costs and adjust Base Rent accordingly. Within one hundred twenty (120) days after the Commencement Date, Landlord shall complete a final reconciliation of Actual Incurred Direct Construction Costs and Base Rent shall be adjusted accordingly. At the Commencement Date, Tenant shall commence paying Base Rent based upon the then agreed upon Landlord's Work Allowance. Upon the final reconciliation of Actual Incurred Direct Construction Costs and Base Rent, Tenant shall pay any additional base rent due Landlord within thirty (30) days of receipt of the final reconciliation. If the final reconciliation indicates that Actual Incurred Direct Construction Costs are less than the Direct Construction Costs, then any prior overpayment of Base Rent shall be deducted from the next three (3) monthly payments of Base Rent in equal installments. Base Rent reconciliations pursuant to this subsection (d)(1) shall use the following formula:

The total, cumulative, net change (+/-) between i) Direct Construction Costs and ii) Actual Incurred Direct Construction Cost, times 6.25%

LANDLORD'S WORK EXHIBIT A

Falcon Consulting & Management Owens & Minor, Morgantown, WV 346,375 sf - Supporting Detail 6/15/2022

Exhibits	Date	Pages
Exhibit 1: Detailed Estimate	6/15/2022	18 pages
Exhibit 2: Alternates & Value Engineering Options	6/15/2022	1 page
Exhibit 3: Summary of Allowances	6/15/2022	1 page
Exhibit 4: Milestone Schedule	6/15/2022	1 page
Exhibit 5: Project Outline Specifications	6/15/2022	21 pages
Exhibit 6: Document Log	6/15/2022	1 page
Exhibit 7: LEED Points & Cost Analysis	6/15/2022	1 page
Exhibit 8: Lead Times	6/15/2022	1 page
Exhibit 9: Pricing & Estimate Assumptions Matrix	6/15/2022	8 pages

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	Description		Total Budget
1	Division 1: General Requirements		\$727,094
2	Division 2: Sitework		\$11,982,251
3	Division 3: Concrete		\$5,894,517
4	Division 4: Masonry		\$24,782
5	Division 5: Structural & Miscellaneous Steel		\$7,017,702
6	Division 6: Wood		\$142,335
7	Division 7: Moisture Protection		\$2,835,919
8	Division 8: Glass, Glazing, & Doors		\$267,857
9	Division 9: Finishes		\$1,282,813
10	Division 10: Specialties		\$152,403
11	Division 11: Equipment		\$698,303
12	Division 15: Mechanical		\$2,625,269
13	Division 16: Electrical		\$2,566,876
14			
15			
16 17			3
17			17
19			\$2,500,670
20	Subtotal		\$36,218,121
21	Design & Scope Development Contingency	5.50%	\$1,991,997
22	Subtotal		\$38,210,118
23	Escalation Contingency	1.50%	\$573,152
24	Subtotal of Direct Construction Costs		\$38,783,270
25	Construction Contingency	3.00%	\$1,163,498
26	Subtotal		\$39,946,768
27	General Conditions	\$1,195,973	\$1,195,973
28	Subtotal		\$41,142,740
29	Design & CA Fees, 3rd Party T&I, Newmark PM Fee	\$2,103,744	\$2,103,744
30	Subtotal		\$43,246,484
31	GLI Insurance	0.1355%	\$58,599
32	Subtotal		\$43,305,083
33	Builders Risk Insurance	0.1415%	\$61,277
34	Subtotal		\$43,366,360
35	Contractors Fee	4.50%	\$1,951,486
36	TOTAL		\$45,317,846

	Rough Grading	Shell	TI
	\$5,000	\$665,489	\$56,604
	\$7,289,940	\$4,692,311	\$0
SI SI	\$0	\$5,888,826	\$5,691
690	\$0	\$24,782	\$0
	\$0	\$6,929,838	\$87,864
	\$0	\$48,207	\$94,127
	\$0	\$2,366,103	\$469,816
Š	\$0	\$165,878	\$101,980
100	\$0	\$196,735	\$1,086,078
4	\$0	\$21,448	\$130,955
8	\$0	\$145,503	\$552,800
	\$0	\$1,084,400	\$1,540,869
	\$0	\$771,263	\$1,795,613
	\$7,294,940	\$23,000,783	\$5,000,000
	\$401,222	\$1,265,043	\$5,922,398 \$325,732
	\$7,696,162	\$24,265,826	\$6,248,130
	\$115,442	\$363,987	10-03-00-00-00-00-00-00-00-00-00-00-00-00
100	\$7,811,604	\$24,629,814	\$93,722 \$6,341,852
3	\$234,348	\$738,894	\$190,256
1	\$8,045,952	\$25,368,708	\$6,532,107
á	\$156,988	\$756,242	\$282,743
i	\$8,202,940	\$26,124,950	\$6,814,850
400	\$886,393	\$1,011,809	\$205,541
	\$9,089,333	\$27,136,760	\$7,020,392
	\$12,316	\$36,770	\$9,513
18.50	\$9,101,649	\$27,173,530	\$7,029,904
Take to	\$12,879	\$38,451	\$9,947
TO SERVICE	\$9,114,528	\$27,211,980	\$7,039,852
POSES	\$410,154	\$1,224,539	\$316,793
100	\$9,524,681	\$28,436,520	\$7,356,645

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	Division #1	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
1 2	General Requirements FIELD OFF & STOR FACIL					186 186		
3	Tool Storage Shed	12	MO	\$300	\$3,600		\$3,600	
4	FIELD EQUIP & SUPP.	12	WO	φ300	φ3,000		\$3,000	
5	First Aid Supplies	12	MO	\$250	\$3,000		\$2,000	\$1,000
6	Fire Extinguishers & Refills	50	EACH	\$75	\$3,750		\$2,500	\$1,250
7	TEMPORARY UTILITIES - PER ATTACHED STUDY							
8	Temp Water Buffalo	1	ALLO	\$5,000	\$5,000		\$5,000	20 203
9	Water Bill	12	MO	\$300	\$3,600		\$2,400	\$1,200
10 11	Sewer Bill Electric	0	MO	\$0	\$0			
• •	Temporary 400A Electric Service at Lawless Road, including					-6		
	trenching, conduit, wire, and sub-panelboard with outlets within 50'							
12	of the building.	1	LS	\$7,500	\$7,500		\$7,500	
13	Temporary Electric use fee	12	MO	\$600	\$7,200		\$4,320	\$2,880
14 15	Temporary Single Phase Overhead Service	1	LS	\$10,000	\$10,000		\$10,000	
16	Temp Generator rental Temp Generator Fuel Use	5 5	MO MO	\$1,475 \$800	\$7,375 \$4,000		\$7,375 \$4,000	
17	Gas / Propane Bill	3	MO	\$3,500	\$10,500		44,000	\$10,500
18	Temp HVAC Equipment Rental	0	MO	\$0	\$0			φισ,σσσ
19	SITE REQUIREMENTS			* 2				
20	Stormwater BMPs	0	ALLO	\$0	\$0			
21	Off-site Storage, Laydown, & Parking	0	MO	\$0	\$0			
22	Temporary Toilet	64	EA	\$140	\$8,960		\$5,973	\$2,987
23 24	Temp Bathrooms, Supplies, Cleaning, & Demolition Temporary Site Fence with Gate Allowance	0	ALLO	\$0 \$0	\$0			
25	Temporary Site Pence With Gate Allowance Temporary Fence Gates	0	LNFT pairs	\$0 \$5,000	\$0 \$5,000	\$5,000		
26	Watchman Services	0	HR	\$0	\$0	φο,σσσ		
27	Sidewalk Bridge	0	MO	\$0	\$0			
28	Patch Post Holes in Asphalt & Road Repair	0	EA	\$0	\$0			
29	Water Can, Ice, & Cups	5	MO	\$50	\$250			\$250
30	Survey & Layout Costs	1	ALLO	\$15,000	\$15,000		\$15,000	
31 31	Foundation Survey Temporary Access Road	1	ALLO	\$5,000	\$5,000		\$5,000	
32	Laydown Area	1	ALLO ALLO	\$50,733 \$135,500	\$50,733 \$135,500		\$50,733 \$135,500	
33	Building Ring Road	1	ALLO	\$242,600	\$242,600		\$242,600	
34	Maintenance Stone	i	ALLO	\$15,000	\$15,000		\$15,000	
35	Dewatering	1	ALLO	\$5,000	\$5,000		\$5,000	
36	TEMPORARY PROTECTION							
37	Bldg Perimeter Barrier Cable & Nets - By Steel Contractor	0	ALLO	\$0	\$0			
38	Railings at Dock Doors	42	EA	\$250	\$10,500		\$10,500	
39 40	Floor Opng Barr-Framed Toe Boards	0	LF LF	\$0 \$0	\$0 \$0			
41	Gen Weather Protection, Enclosures, & Tarps	1	ALLO	\$7,000	\$7,000		\$7,000	
42	Protection of Finished Work, Roofs, Adjacent Bldgs, etc.	1	ALLO	\$5,000	\$5,000		\$5,000	
43	TEMP CONSTRUCTION		4.000000				4-1	
44	Temp Entrances & Barriers	0	ALLO	\$0	\$0			
45	Temporary Loading Dock & Platforms	0	ALLO	\$0	\$0			
46	Temp Ladders, Stairs, & Ramps	1	ALLO	\$7,500	\$7,500		\$7,500	
47 48	CLEANUP		DIOMO	4075	200 075		*** ***	40.005
49	Dumpsters - LEED Recycling Dumpsters LEED C&D Dumpsters	33 0	PICKS	\$875 \$0	\$28,875 \$0		\$19,250	\$9,625
50	Trash Chute	0	ALLO	\$0	\$0			
51	Cleaning Supplies	12	MO	\$50	\$600		\$400	\$200
52	Daily Cleanup	420	HRS	\$55	\$23,100		\$15,400	\$7,700
53	Final Cleanup	300000	SF	\$0.05	\$15,000		\$10,000	\$5,000
54	Exterior, Site, & Glass Cleaning	1	ALLO	\$7,500	\$7,500		\$7,500	
55	Road Cleaning	1	ALLO	\$10,000	\$10,000		\$10,000	
56	PERMITS (Assumed By Owner)							
57 58	TESTING (Assumed By Owner) INSURANCE (Reference Cover Sheet)							
59	LEED USGBC Fees							
60	LEED Certification Fee	346375	sf	\$0.055	\$19,051		\$14,288	\$4,763
61	LEED Review Fee	1	ls	\$5,000	\$5,000		\$3,750	\$1,250
62	LEED Registration Fee	1	ls	\$1,200	\$1,200		\$900	\$300
63	LEED Plaque	1	Is	\$2,000	\$2,000		\$1,500	\$500
64 c=	HOISTING OR ELEVATOR OR HANDLING	5			- 1			
65	Hoisting	0	ALLO	\$0 \$0	\$0			
	Crane Rental - In Trade Packages	0	DAYS	\$0 \$0	\$0			
	Concrete Pump Pental In Concrete Peakage			200	\$0			
67	Concrete Pump Rental - In Concrete Package Elevator Service	0						
67 68	Elevator Service	0	MO	\$0	\$0			
67 68 69					\$0 \$0			
66 67 68 69 70	Elevator Service Elev Protection & Rehab	0	MO ALLO	\$0 \$0	\$0		\$0	\$0

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73	GENERAL EXPENSES							
74	Web & Jobsite Cameras	12	MO	\$800	\$9,600		\$9,600	
75	Building Snow Removal	1	ALLO	\$5,000	\$5,000		\$5,000	
76	Fire Watch - In Trade Packages	0	ALLO	\$0	\$0			
77	Pick-Up Truck & Driver	0	TRIPS	\$0	\$0			
78	Equipment Rental	12	MO	\$1,000	\$12,000		\$8,000	\$4,000
79	Light Plants, Generators, Etc.	0	MO	\$0	\$0			
80	Small Tools / Gang Box	12	MO	\$800	\$9,600		\$6,400	\$3,200
81	TRAFFIC CONTROL							
82	MPT / MOT Plan - Professional Fees	0	i.s	\$0	\$0			
83	MPT / MOT Signage, Signals, Barricades, Barriers, Etc. Installations	0	4110	60	60			
84	Flagmen	0	ALLO ALLO	\$0 \$0	\$0 \$0			
85	Walk & Road Closure Permits	0	LS	\$0	\$0			
86	Traffic Meter Fees	0	MO	\$O	\$0			
87	SUM OF GENERAL REQUIREMENTS		WO	Ψ	\$727,094	\$5,000	\$665,489	\$56,604
88					ψ/L/1,004	Ψαισσο	ψοσο, του	400,004
89	General Conditions							
90	FIELD OFFICE STAFF							
91	Project Superintendent	12	MO	\$13,500	\$162,000		\$108,000	\$54,000
92	Assistant Superintendent	6.5	MO	\$8,438	\$54,844		\$36,563	\$18,281
93	Carpenter Foreman	0	HR	\$0	\$0			
94	Laborer Foreman	0	HR	\$0	\$0			
95	Intern	0	HR	\$0	\$0			
96	Vehicle Allowances Gas Cards	18.5	MO	\$1,000	\$18,500		\$12,333	\$6,167
97 98	Travel	0	weeks	\$0	\$0			
99	HOME OFFICE STAFF	0	trips	\$0	\$0			
100	Project Manager - Sitework	10	MO	\$13,500	\$135,000	\$54,000	\$81,000	
101	Project Engineer - Sitework	7.5	MO	\$9,563	\$71,719	\$28,688	\$43,031	
102	Project Manager - Building	12	MO	\$15,750	\$189,000	420,000	\$126,000	\$63,000
103	Project Engineer - Building	12	MO	\$13,500	\$162,000		\$108,000	\$54,000
104	Project Engineer - LEED	3.5	MO	\$13,500	\$47,250		\$31,500	\$15,750
105	Accountant	8	MO	\$10,688	\$85,500	\$34,200	\$42,750	\$8,550
106	Admin	3,6	MO	\$6,750	\$24,300	\$9,720	\$12,150	\$2,430
107	Insurance Coordinator	_ 1	ALLO	\$10,000	\$10,000	\$4,000	\$5,000	\$1,000
108	Safety Consultant Vehicle Allowances	2.4	MO	\$8,438	\$20,250	\$8,100	\$10,125	\$2,025
110	Travel	41.5	MO	\$1,000	\$41,500	\$16,600	\$20,750	\$4,150
111	Director of Estimating	0 4	trips MO	\$0 \$19,688	\$0 \$78,750		\$52,500	eac aca
112	Estimating Coordinator	4	MO	\$7,875	\$31,500		\$21,000	\$26,250 \$10,500
113	Estimating supplies & printing	. 1	ls	\$4,000	\$4,000		\$2,667	\$1,333
114	FIELD OFF & STOR FACIL		-	7.1			42,001	41,000
115	Tenant Field Trailer	0	MO	\$0	\$0			
116	Field Trailer	12	MO	\$1,200	\$14,400		\$9,600	\$4,800
117	Electrical & Phone Service Hookup	1	ALLO	\$2,500	\$2,500		\$1,667	\$833
118	Sanitary Service / Tank	1	ALLO	\$1,000	\$1,000		\$667	\$333
119	Water & Sanitary Service Hookup	1	ALLO	\$2,000	\$2,000		\$1,333	\$667
120 121	Trailer Cleaning Service (in daily clean up)	0	MO	\$0	\$0			
122	Job Trailer Deliver & Set-up FIELD EQUIP & SUPP.	1	LS	\$5,000	\$5,000		\$3,333	\$1,667
123	Office Furniture	1	ALLO	\$5,000	\$5,000		\$3,333	¢1 667
124	On Site Computer	12	MO	\$100	\$1,200		\$800	\$1,667 \$400
125	Fax / Copier / Scanner / Printer	1	ALLO	\$500	\$500		\$333	\$167
126	Trailer Phone / Data Utility Bill	12	MO	\$150	\$1,800		\$1,200	\$600
127	Trailer LTE Hotspot Bill	0	MO	\$0	\$0		.,	*****
128	Trailer Electrical Bill - In temp electric	0	MO	\$0	\$0			
129	Trailer Water Bill - In Temp Water Above	0	MO	\$0	\$0			
130	Trailer Sewer / Pumping Bill	12	MO	\$250	\$3,000		\$2,000	\$1,000
131	Cellphone / Wireless Bill	12	MO	\$350	\$4,200	\$1,680	\$2,100	\$420
132	Paper & Office Supplies	12	MO	\$75	\$900		\$600	\$300
133	Postage & Overnight Mail	12	MO	\$100	\$1,200		\$800	\$400
134	Reproduction & Printing	12	MO	\$200	\$2,400		\$1,600	\$800
135	First Aid, Safety Supplies, PPE	12	MO	\$150	\$1,800		\$1,200	\$600
136 137	Bottled Water For Office Water & Coffee Service	12	MO	\$30 650	\$360		\$240	\$120
138	SITE REQUIREMENTS	12	МО	\$50	\$600		\$400	\$200
139	Job Sign	1	EA	\$5,000	\$5,000		\$5,000	
140	GENERAL EXPENSES	1	LA	Ψ0,000	φυισου		φυμου	
141	Aerial Photography	1	ALLO	\$6,000	\$6,000		\$6,000	
142	As-Built Drawings	i	ALLO	\$1,000	\$1,000		\$667	\$333
143	SUM OF GENERAL CONDITIONS			***************************************	\$1,195,973	\$156,988	\$756,242	\$282,743

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	Division # 2	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
1	Rough Grading		10	ČEE 000 00	655.005	AFF 002		
2	Mobilization	1	LS	\$55,000.00	\$55,000	\$55,000		
	Clearing and Grubbing	38	AC	\$4,100.00	\$155,800	\$155,800		
4 5	Construction Layout Erosion & Sediment Control	1	LS	\$100,000.00	\$100,000	\$100,000		
6	Stabilized Construction Entrance	2	LS EA	\$125,000.00 \$3,000.00	\$125,000 \$6,000	\$125,000 \$6,000		
7	Inlet Protection	18	EA	\$250.00	\$4,500	\$4,500		
8	Vegetaed Ditch	2,905	LF	\$20.00	\$58,100	\$58,100		
9	Outlet Protection	2,303	EA	\$600.00	\$4,800	\$4,800		
10	Temporary Seeding	10	AC	\$1,800.00	\$18,000	\$18,000		
11	Pemanant Seeding	20	AC	\$3,800.00	\$76,000	\$76,000		
12	Demolition	1	LS	\$25,000.00	\$25,000	\$25,000		
13	Earthwork	370,000	CY	\$5.50	\$2,035,000	\$2,035,000		
14	10' Building Undercut	27,765	CY	\$5.75	\$159,649	\$159,649		
15	25' Building Undercut	378,345	CY	\$6.00	\$2,270,070	\$2,270,070		
16	Segmental Retaining Walls	1,100	SF	\$125.00	\$137,500	\$137,500		
17	Sewickley Mine Grouting Allowances			•	***************************************	(t		
18	Drilling Allowance	9,320	ALLOW LF	\$12.40	\$115,568	\$115,568		
19	Grouting Allowance	14,051	ALLOW CY	\$90.65	\$1,273,723	\$1,273,723		
20	Pittsburgh Mine Grouting (not to be grouted)	484,500	SF	420100	41,270,720	41,210,120		
21	Inlets	18	EA	\$3,700.00	\$66,600	\$66,600		
22	Storm Manhole	0	EA	\$4,500.00	\$0	\$0		
23	8 Inch PVC	176	LF	\$40.00	\$7,040	\$7,040		
24	12 Inch RCP	45	LF	\$60.00	\$2,700	\$2,700		
25	12 Inch HDPE	85	LF	\$45.00	\$3,825	\$3,825		
26	18 Inch HDPE	488	LF	\$55.00	\$26,840	\$26,840		
27	24 Inch RCP	340	LF	\$80.00	\$27,200	\$27,200		
28	24 Inch HDPE	560	LF	\$65.00	\$36,400	\$36,400		
29	36 Inch HDPE	1579	LF	\$75.00	\$118,425	\$118,425		
30	48 Inch HDPE	840	LF	\$100.00	\$84,000	\$84,000		
11	Rip Rap Apron	4	EA	\$2,800.00	\$11,200	\$11,200		
12	Rip Rap Channel	620	LF	\$50.00	\$31,000	\$31,000		
3	Detention Basins	4	LS	\$50,000.00	\$200,000	\$200,000		
34	Demobilization	1	LS	\$55,000.00	\$55,000	\$55,000		
35								
36	Sitework							
37	Mobilization	1	LS	\$50,000.00	\$50,000		\$50,000	
88	Construction Layout	1	LS	\$40,000.00	\$40,000		\$40,000	
9	Clearing and Grubbing	0	LS	\$15,000.00	\$0		\$0	
10	Earthwork	10,000	CY	\$10.00	\$100,000		\$100,000	
11	Erosion & Sediment Control	1	LS	\$40,000.00	\$40,000		\$40,000	
2	HMA Wearing Course, Type I - 1.5"	1,996	TN	\$100.00	\$199,555		\$199,555	
3	Clean Base Asphalt & Tack Coat	211,293	SF	\$0.15	\$31,694		\$31,694	
4	HMA Base Course, Type II - 3"	1296.25	TN	\$95.00	\$123,144		\$123,144	
5	HMA Base Course, Type I - 6"	5389.68	TN	\$95.00	\$512,020		\$512,020	
6	Aggregat Base Course - 8"	10,486	TN	\$30.00	\$314,592		\$314,592	
7	Fabric for Separation	23,477	SY	\$4.00	\$93,908		\$93,908	
8	HMA Curb	2,093	LF	\$10.00	\$20,930		\$20,930	
9	Concrete Sidewalk, Width Varies, 4" Thick	604	SY	\$125.00	\$75,556		\$75,556	
0	Concrete Curb	4,461	LF	\$40.00	\$178,440		\$178,440	
1	HD Concrete Pavement - 60' at dock doors	8,341	SY	\$160.00	\$1,334,542		\$1,334,542	
2	HD Concrete Pavement - (2) at two on grade ramps	326	SY	\$160.00	\$52,178		\$52,178	
3	Generator Pad	28	SY	\$200.00	\$5,556		\$5,556	
4	Drive In Ramps			is .				
5	Concrete Retaining Walls - Footers - In Division 3 Concrete	45	CY	\$0.00	\$0		\$0	
6	Concrete Retaining Walls - Walls - In Division 3 Concrete	43	CY	\$0.00	\$0		\$0	
7	Railings - In Division 5 Steel	248	LF	\$0.00	\$0		\$0	
8	ACS Elevated Walkway					rip.		
9	Concrete Retaining Walls - Footers	19	CY	\$600.00	\$11,644		\$11,644	
0	Concrete Retaining Walls - Walls	56	CY	\$750.00	\$41,667		\$41,667	
1	Railings	264	LF	\$120.00	\$31,680		\$31,680	
2	Convert Stormwater Basins to Permanant	2	EA	\$20,000.00	\$40,000		\$40,000	
3	Oil/Sand Separator	2	EA	\$35,000.00	\$70,000		\$70,000	
4	Nyoplast Yard Drain	0	EA	\$2,000.00	\$0			
5	Downspout Collection & Conveyance	3,987	LF	\$56.00	\$223,272		\$223,272	
6	16" Waterline Loop	2,214	LF	\$140.00	\$309,960		\$309,960	
7	16" Waterline Fire Service	885	LF	\$140.00	\$123,900		\$123,900	
8	Waterline Casing	0	LF	\$65.00	\$0			
9	12"x12"x3" Tee	1	EA	\$1,200.00	\$1,200		\$1,200	
0	Fire Hydrant Complete	6	EA	\$9,000.00	\$54,000		\$54,000	
							\$31,860	
1	8" PVC Sanitary Sewer	531	LF	\$60.00	\$31,860		DO1.000	

		Page 5 of 1	18					
73	Sanitary Sewer Manhole Tie In	2	EA	\$2,000.00	\$4,000		\$4,000	
74	Sanitary Sewer Cleanout	2	EA	\$1,200.00	\$2,400		\$2,400	
75	Communications Conduit Bank - 4-4"	446	LF	\$60.00	\$26,760		\$26,760	
76	Uderground Electric Conduit - 2-5"	446	LF	\$40.00	\$17,840		\$17,840	
77	Communications Pull Box	6	EA	\$1,000.00	\$6,000		\$6,000	
78	Gas Line (Size to be Determined)	482	LF	\$40.00	\$19,280	1	\$19,280	
79	Gas Valve	2	EA	\$1,000.00	\$2,000		\$2,000	
80	Gas Line Sleeve	0	LF	\$50.00	\$0		\$0	
81	Lighting Conduit - 1 1/2"	4,005	LF	\$7.00	\$28,035		\$28,035	
82	Light Pole Base	25	EA	\$3,000.00	\$75,000		\$75,000	
83	Light Poles & Fixtures	25	EA	\$5,500.00	\$137,500		\$137,500	
84	Pull Box	5	EA	\$1,000.00	\$5,000	i	\$5,000	
85	Concrete Transformer Pad	1	LS	\$2,000.00	\$2,000		\$2,000	
86	Parking Lot Paint Marking (4" white paint)	1	LS	\$4,000.00	\$4,000	•	\$4,000	
87	Handicap Parking Symbol & Striping	7	LS	\$500.00	\$3,500	3	\$3,500	
88	ADA Parking Signs	7	EA	\$850.00	\$5,950	N	\$5,950	
89	Detectable Warning Domes	2	EA	\$1,200.00	\$2,400		\$2,400	
90	Crosswalk - Type V	0	LF	\$10.00	\$0		\$0	
91	Steel Bollards	100	EA	\$525.00	\$52,500		\$52,500	
92	Wheel Stops	24	EA	\$100.00	\$2,400		\$2,400	
93	Traffic Control	0	LS	\$12,000.00	\$0		\$0	
94	Dumpster Enclosure	0	LS	\$85,000.00	\$0	(\$0	
95	Landscaping	1	LS	\$75,000.00	\$75,000	e e e e e e e e e e e e e e e e e e e	\$75,000	
96	Irrigation Cased Conduits	0	LF	\$16.00	\$0		\$0	
97	Bike Rack	0	EA	\$0.00	\$0	á	\$0	
98	Monument Sign Allowance	1	ALLOW	\$75,000.00	\$75,000		\$75,000	
99	Ultrasite Picnic Tables	3	EΑ	\$1,150.00	\$3,450		\$3,450	
100	Superior Recreational Products Patio Shelter (20' x 20')	1	ALLOW	\$15,000.00	\$15,000		\$15,000	
101								
102	TOTAL				\$14 092 2E4	\$7 290 040	\$4 602 244	40

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	Division # 3	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
1	Concrete					An annual commence annual services		
2	Building Shell Concrete							
3	Foundations with Rebar:							
4	Strip Foundations:							
5	2, 3, & 5 / S3.2: 3'-0" x 2'-0" w/ 3 #5 cont T&B & #3 stirrups @ 12" OC (1160 LF)	257.78	cy	\$525,00	\$135,333		\$135,333	
	6, 7, & 8/ S3.2: 3'-0" x 2'-0" w/ 4 #5 cont T, 3 #5 cont B, and #3 stirrups @ 12" OC		135		1			
6	(1355 LF)	301.11	cy	\$525,00	\$158,083		\$158,083	
7	9 / S3.2: 3'-6" x 2'-0" w/ 3 #5 cont T&B and #3 stirrups @ 12" OC (308 LF)	79.85	cy	\$525.00	\$41,922		\$41,922	
8	Spread Foundations:						***************************************	
9	F1: 8'-6" x 8'-6" x 1'-9" w/ 9 #5 EWB and 9 #4 EWT (45 ea)	210.73	су	\$525.00	\$110,633		\$110,633	
10	F2: 9'-6" x 9'-6" x 1'-9" w/ 10 #5 EWB and 10 #4 EWT (35 ea)	204,73	cy	\$525.00	\$107,485		\$107,485	
11	F3: 7'-0" x 7'-0" x 2'-0" w/ 8 #5 EWT&B (12 ea)	43.56	су	\$525,00	\$22,867		\$22,867	
12	F4: 16'-0" x 16'-0" x 3'-0" w/ 17 #6 EWT&B (10 ea)	284.44	cy	\$525,00	\$149,333		\$149,333	
13	Foundation Trenching & Backfilling		-3	,,	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
14	Strip Foundation Trenching	1254.67	cy	\$30.00	\$37,640		\$37,640	
15	Spread Foundation Trenching	1097.46	cy	\$30,00	\$32,924		\$32,924	
16	Additional Trenching at Dock Pits	296.30	cy	\$30.00	\$8,889		\$8,889	
17	Foundation Backfilling	2825.00	tons	\$40.00	\$113,000		\$113,000	
18	Load, haul, & dump spoils to pile on site	2648.43	су	\$18.00	\$47,672		\$47,672	
	Install foundation drain around East & West sides of building, Daylight drains	2040.43	cy	φ10.00	947,072		\$47,072	
19	through dock side wall of truck ramps	1259,00	lf	\$6.00	\$7,554		\$7,554	
20	Anchor Bolts & Baseplate Sets	90	sets	\$150.00	\$13,500		\$13,500	
21	Slabs On Grade & Pit Slabs	90	5615	\$ 150,00	\$13,300		\$13,500	
22	6" (4000 PSI) Concrete with Mat #3 at 16" OCEW, 6" Stone Subbase	346375	sf	\$6.12	\$2 110 GE1		60 110 GE1	
23	10 Mil vapor barrier at conditioned enclosed areas	340373	SI	\$0.12	\$2,118,651		\$2,118,651	
24								
	Slab to be laser screed placed & finished w/ hard machine trowel finish							
25	Slab Tolerances: Overall values of flatness (F)35 and levelness (L)25							
26	Local value of flatness (F) 24 and levelness (L) 17							
27	Floor slab control joint spacing shall not exceed 15' x 15'							
28	Control joints to be sawn with soft cut blade method							
29	Dock Pits	40	each	\$1,500.00	\$60,000		\$60,000	
30	Formed haunch turndowns at dock pits			,	,		4.00	
31	Installation of dock pit perimeter angles (supplied in misc. steel package)							
	Drive In Dock Ramp Walls: 8" concrete wall w/ #4 at 12" OCEW. (4) walls, 60'-0" long each	V-0-0-17	10	9.00.00	A COLUMN TO A COLU			
32	from 1'-6" to 5'-6" tall	1071	sf	\$48.96	\$52,433		\$52,433	
33	Layout, Control provided by others.	1	ls	\$5,000.00	\$5,000		\$5,000	
	Warehouse distribution slab to be sealed with a one coat application of cure / hardener							
34	equal to Day-Chem Sure Hard or Ashford Formula	329440	sf	\$0.17	\$55,911		\$55,911	
35	TI Concrete							
36	Install interior bollards (8 each)	8	each	\$261,36	\$2,091			\$2,091
37	4" concrete locker base	180	sf	\$20.00	\$3,600			\$3,600
38	at announcement of the control of th	,00	31	\$20,00	\$0,000			ψυ,αασ
39	Precast Insulated Load Bearing Wall Panels	103683	sf	\$24.97	\$2,589,000		\$2,589,000	
10	Building Shell Precast	102002	51	φ <u>2</u> 4,3/	ΨΖ,000,000		φ2,009,000	
11	8" Versacore + Green insulated wall panels (R13.6)				1.5			
42	Exterior Finish: steel formed with 2" x 1/2" deep reveals.							
43	Interior Finish: broom finish							
14	Panel color: As-cast concrete, (To be painted in field)							
45	Embeds by Fabcon							
16	Fixed angles for foundation connections by Fabcon							
17	Grout panel bases							
17 18	Erection of panels including crane, bracing & deadmen augers							
19	Provisions for future knock-out panels			***				
50	Allowance for additional month of brace rental	1	allow	\$20,997	\$20,997		\$20,997	
51								
52								
53								
54	TOTAL				\$5,894,517	\$0	\$5,888,826	\$5,691

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	Division # 4	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
1	Masonry							
2	Building Shell Masonry				33			
3	8" CMU Walls 10'-0" Tall for Fire Pump & Electric Room	1220.00	sf	\$20.00	\$24,400		\$24,400	
4	Masonry Rebar (#5 Vert at 32" OC)	0.24	tons	\$1,600.00	\$382		\$382	
5	Work Includes:							
6	Grouting							
7	Mortar							
8	Install of lintels				18			
9	Installation of Masonry Rebar							
10	·							
11								
12	TOTAL				\$24,782	\$0	\$24,782	\$0

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	Division # 5	Quantity		Unit	Price	Totals	Rough Grading	Shell	TI
1	Structural Steel		1	ls	\$5,910,428	\$5,910,428		\$5,910,428	
2	Building Shell Steel								
3	Engineer stamped drawings and calculations								
4	a. Approval drawings					Ú:			
6	b. Permit drawings								
7	c. Column bearing drawings								
8	d. Foundation reactions e. Expedited anchor bolt plans								
9	e. Expedited ancrior bolt plans Electronic files (PDF and AutoCAD format)								
10	3D Model for coordination								
11	Documentation confirming recycled content of steel for LEED purposes								
12	Building will have load bearing insulated precast perimeter walls						7		
13	Building to be 850'-0" Long x 407'-6" Wide								
14	Unsymmetrical gable with ridge on column line D								
15	Eave height shall be equal on both building sidewalls								
16	32'-0" clear height AFF required between joist girders at B and G								
17	Eave height and roof slopes based on meeting the criteria listed above								
18	All column baseplates shall be at 6" below finish floor								
19	Assume 8 PSF roof collateral load								
20	All steel to receive grey primer (1 mil dry film thickness)								
21	Interior columns / posts								
22	Beams								
23	Bracing members								
24	Bar joists								
25	Top or bottom chord extensions as required								
26	Bridging								
27	Joist girders with web end plates								
28	1.5" 22 Gage galvanized B roof deck with grey primer paint								
29	Sidelap fasteners						4		
30	Joist bearing angles								
31 32	Chord angles Flange braces								
33	Shear struts								
34	Edge angles								
35	Expansion joints								
36	Framing for roof mounted or hung equipment (locations TBD)								
37	a. (15) Roof mounted 25 Ton RTU's (2,800 lbs/each, 12'-0" x 8'-0")								
38	b. (1) Roof mounted 20 Ton RTU (2,590 lbs/each, 12'-0" x 8'-0")								
39	c. (1) Roof mounted 6 Ton RTU (815 lbs/each, 6'-4" x 4'-0")								
40	d. (2) Roof mounted condensers (200 lbs/each, 3'-0" x 3'-0")								
41	e. (4) Roof mounted exhaust fans (220 lbs/each, 3'-6" x 3'-6")								
42	f. (1) Roof hatch (600 lbs/each 2'-6" x 8'-0")								
43	g. (8) Ceiling hung 16' HVLS diameter fans (300 lbs/each)								
44	Shims								
45	Leveling plates								
46	Anchor bolts								
47	Plate washers for anchor bolts								
48	Touch up primer material								
49	Price includes \$36,000 for sequenced deliveries								
50	Price includes \$13,214 for roof equipment support angles								
51	Erection		1	Is	\$832,000	\$832,000		\$832,000	
52	W								
53	Miscellaneous Steel:								
54	Building Shell Misc Steel		45		010				
55	Galv exterior open grate dock stair & landing units w/ guardrails		15	ea	\$10,500	\$157,500		\$157,500	
56 57	(2) line galvanized steel guardrails at drive in ramp walls	24	48	lf	\$120	\$29,760		\$29,760	
57 58	Masonry Man door opening lintels		1	ea	\$150	\$150		\$150	
58 59	TI Misc Steel		0		60.10	60 700			A0 707
-	6" diameter schedule 40 pipe bollards 7'-0" long (interior only)		8	ea	\$346	\$2,766			\$2,766
60 61	Roof Access Ship Ladder with cage (OSHA Compliant) Interior Guardrails - By tenant		1	ea	\$9,750	\$9,750			\$9,750
62	(2) line steel guardrails at lid of Bullpen for acces ladder landing		45	lf	£420	\$E 400	H		ØF 400
63	Dock Pit Angles;	,	40	II	\$120	\$5,400			\$5,400
64	L3x3x3/16 w 1/2" Dia x 6" studs @ 12" oc. 35,34 LF/dock pit		40	nite	\$438	\$17 E2E			617 505
65	LONDARIO W IZ DIA KO SILUS (E 12 CC. 33.34 LP/LOCK PIL	4	40	pits	\$438	\$17,525			\$17,525
66	Purchased Misc Steel Items:								
67	TI Misc Steel								
68	Downspout guards: Omega 8-10" / 36" pipe & downspout guard		51	ea	\$584.98	\$29,834			\$29,834
69	Dock door track Z guards: Omega 48" Z Guard pairs		40	ea	\$564.74	\$22,590			\$22,590
	and a second balls				4004.14	422,000			Ψ.Ε,υσυ
70									

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	Division # 6	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
1	Rough Carpentry		No. of Lot, House, St. Co., St					
2	Building Shell Rough Carpentry							
3	Exterior Blocking (Non Com)							
4	Coping Blocking (2) 2x8	880	If	\$10.88	\$9,574		\$9,574	
5	Eave Blocking (Nailer) (2) 2x8	1635	lf	\$10.88	\$17,789		\$17,789	
6	Perimeter Storefront Blocking 2x8	1475	lf	\$5.44	\$8,024		\$8,024	
7	Lift Rental	1	ls	\$5,000.00	\$5,000		\$5,000	
8	ExteriorRough Hardware	1	ls	\$4,500	\$4,500		\$4,500	
9	Interior Blocking (2x4 Non-Com)			,	0		,	
0	Plywood for Electrical Panels	6	sheets	\$120.00	\$720		\$720	
11	Interior Rough Hardware	1	ls	\$100	\$100		\$100	
2	FSC Certified lumber (LEED)	1	ls	\$2,500	\$2,500		\$2,500	
3	TI Rough Carpentry				,,		4-1	
14	Interior Blocking (2x4 Non-Com)							
5	Casework	213	lf	\$4.37	\$931			\$9
6	FEC	56	lf	\$4.37	\$245			\$2
7	Toilet Accessories	311.22	lf	\$4.37	\$1,360			\$1,3
8	Toilet Partitions	84	lf	\$4.37	\$367			\$3
9	TV	12	lf	\$4.37	\$52			\$
0	Window Head Blocking for shades	74	lf	\$4.37	\$323			\$3
1	Perimeter Interior Storefront Blocking 2x4	144	If	\$4.37	\$629			\$6
2	Plywood for Electrical Panels	2	sheets	\$120.00	\$240			\$2
3	Interior Rough Hardware	1	Is	\$750	\$750			\$7
4	FSC Certified lumber (LEED)	i	ls	\$500	\$500			\$5
5	100 Octahod Idiribol (EEED)		13	φοσσ	φοσσ			Ψ
6	Casework							
7	TI Casework							
8	Reception							
9	Plastic Laminate Die Wall	13.83	lf	\$220	\$3,043			\$3,0
0	Plastic Laminate Die Wall Plastic Laminate Countertop 30" deep	11	lf	\$134	\$1,474			\$1,4
1	Plastic Laminate Base Cabinet	1	ea	\$616	\$616			\$1,4 \$6
2	Open Office		еа	\$616	\$010			ΦC
3	Plastic Laminate Shelf with Coat Rod	3.75	16	675	6004			66
14	Copy / Storage	3./5	lf	\$75	\$281			\$2
5		1		# F00	04.000			04.0
	Plastic Laminate Wall Cabinet	3	ea	\$566	\$1,699			\$1,6
6	Plastic Laminate Base Cabinet	3	ea	\$616	\$1,849			\$1,8
7	Plastic Laminate Countertop 24" deep	7	lf	\$114	\$798			\$7
8	Coffee Station		1000	0500	04 400			
-	Plastic Laminate Wall Cabinet	2	ea	\$566	\$1,132			\$1,1
0	Plastic Laminate Base Cabinet	2	ea	\$616	\$1,232			\$1,2
1	Solid Surface Countertop 24"	5	lf	\$280	\$1,400			\$1,4
2	Break Room	_						
3	Plastic Laminate Wall Cabinet	6	ea	\$566	\$3,397			\$3,3
4	Plastic Laminate Base Cabinet	10	ea	\$616	\$6,162			\$6,1
5	Solid Surface Countertop 24"	16.5	lf	\$280	\$4,620			\$4,6
6	Plastic Laminate (6) Microwave Tower	1	ea	\$1,132	\$1,132			\$1,1
7	East Bullpen Service Counter							
8	Plastic Laminate Die Wall	62	If	\$220	\$13,640			\$13,6
9	Plastic Laminate Countertop 30" deep	58	lf	\$134	\$7,772			\$7,7
0	West Bullpen Service Counter							
1	Plastic Laminate Die Wall	62	lf	\$220	\$13,640			\$13,6
2	Plastic Laminate Countertop 30" deep	58	If	\$134	\$7,772			\$7,7
3	Various Offices							
4	Solid Surface Window Stools	74	If	\$55	\$4,070			\$4,0
5	FSC Certified lumber (LEED)	1	Is	\$13,000	\$13,000			\$13,0
6	· ·				18			
7								

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or in column 1	Division # 7	Quantity		Unit	Price	Totals	Rough Grading	Shell	TI
	Roofing		1	ls	\$1,927,500	\$1,927,500		\$1,927,500	
	Shell Building Roofing & Sheetmetal								
	Roofing 60 Mil White TPO Roofing with 20 year warranty Rhinobond	346375	sf						
	R-22 Insulation. 2 layers with staggered joints (See Allowances)	346375	sf						
	Roof structure is sloped. Tapered insulation at North-East corner only	1606	sf						
	Flash membrane up gable end parapets and North-East parapet	3350	sf						
	FM Global design needs to be determined								
	Sheetmetal					- Fi			
	22 Gage 10" wide x 12" deep gutters with gutter supports	1635	lf						
	22 Gage 8" x 8" Downspouts (65 each at 36') 22 Gage 9" wide Coping at gable end and North East parapet walls	2340 880	lf If			17			
	All other required flashings	1	Is						
	Gutters, Downspouts & Copings to have 2 coat statndard Kynar finish.	1	15						
	Additional inch of roof insulation to meet LEED requirements	34637	5	Allow	\$0.48	\$166,260		\$166,260	
7	TI Roofing & Sheetmetal		1	Is	\$52,500	\$52,500			\$52,50
	Provide flashing-in for the following roof mounted items								2 175 San
	(4) 4" vent stacks	4	ea	i					
	(17) RTU Curb	17	ea						
	(4) Exhaust Fans Curbs	4	ea						
	(4) 12" x 48" Condensing unit rails (1) 4'-0" x 9'-0" Roof Hatch	4	ea						
	(1) 4-0" x 9-0" Roof Hatch (19) 12" x 12" pitch pockets	1 19	ea						
	Provide Roof Walkway Pads	13	ed						
	3'-0" Rubber roof walkway pads	2200	If						
	A London								
	Roof Hatch						A		
	TI Roof Hatch								
	Roof Hatch with Safety Rail System		1	ls	\$4,744	\$4,744			\$4,74
	Bilco L-20 2'-6" x 8'-0" Single leaf galv steel roof hatch					10			
	Bilco RL2-L 2'-6" x 8'-0" Bil-Guard Hatch Rail System Installation		1	lo	\$1.621	\$2.622			60.6
	Ilistaliduoti			ls	\$2,632	\$2,632			\$2,63
F	Premanufactured Canopies								
٦	TI Canopy Allowances								
	Allowance for 5' deep x 39'-0" long canopy at main office entrance	3	9	Allow If	\$500	\$19,500			\$19,50
	Allowance for 4' deep x 12'-0" long canopy at employee entrance	1:		Allow If	\$400	\$4,800			\$4,80
	Allowance for 2' deep x 26'-4" long canopy at East drive in door	26.3		Allow If	\$200	\$5,266			\$5,26
	Allowance for 2' deep x 16'-4 long canopy at West drive in door	16.3		Allow If	\$200	\$3,266			\$3,20
	Allowance for 2' deep x 618' long canopies at East dock side Allowance for 2' deep x 703' long canopies at West dock side	618 703		Allow If	\$200	\$123,600	<u> </u>		\$123,6
	No other canopies have been included.	70.	3	Allow If	\$200	\$140,600			\$140,6
	No other canopies have been included.								
E	Expansion Control								
	Building Shell Expansion Control Allowance								
	Allowance for expansion control covers / expansion joints		1	Allow	\$20,957	\$20,957			\$20,95
	Caulking & Sealants					MS			
E	Building Shell Caulking & Sealants								
	Exterior Caulking Exterior door frames to precast	474.0	2	16	64 75	conc		e000	
	Exterior goor frames to precast Exterior precast wall panel joints - Included in Precast	471.98	J	lf	\$1.75	\$826	Ì	\$826	
	Exterior concrete paving & sidewalk joint caulking - Included in Site								
	Sidewalk to exterior building - Included in Site								
	Window & Storefront Caulking - Included in Glass & Glazing								
	Interior Caulking & Sealants								
	Floor slab to precast	204		lf	\$2.00	\$4,088		\$4,088	
	Interior door frames to precast	402.04	4	lf	\$1.75	\$704		\$704	
7	Interior precast wall panel joints - Included in Precast								
1	Toulking & Sealants								
	Interior Caulking & Sealants Floor slab joint caulking Euclid Quick Joint Polyurea Joint Filler	50309,9	5	lf	\$1.77	\$89,049			\$89,0
	Floor slab column diamond joints Euclid Quick Joint Polyurea Joint Filler	720		If	\$1.77	\$1,274			\$1,2
	Pit slabs to pit recess wall caulking Euclid Quick Joint Polyurea Joint Filler	920		if	\$1.77	\$1,628		¥	\$1,6
	to proceed the second of the s	74.			21111				0.,0
S	iding						1		
	Shell								
	Horizontal Rib Corrugated Metal Siding	1221		sf	\$25.00	\$30,525		\$30,525	
	Wood Look Aluminum Siding	440		sf	\$45.00	\$198,225		\$198,225	
	Furring strips under sidings	5626	6	sf	\$6.75	\$37,976		\$37,976	

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	Division #8	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
	oors Frames & Hardware				12			
В	uilding Shell Doors, Frames & Hardware				100			
	Doors							
	Hollow Metal 3070 Doors - Flush	3	ea	\$420	\$1,260		\$1,260	
	Hollow Metal 3070 Doors - Flush with Narrowlite	21	ea	\$450	\$9,450		\$9,450	
	Hollow Metal Frames				160			
	3070 Exterior HM Frame	23	ea	\$180	\$4,140		\$4,140	
	3070 Interior HM Frame	1	ea	\$170	\$170		\$170	
	Hardware Sets							
)	Egress / Panic Sets	21	sets	\$550	\$11,550		\$11,550	
1	Locksets with closers	3	sets	\$400	\$1,200		\$1,200	
2	Grout Frames	24	ea	\$273	\$6,540		\$6,540	
3	Install Doors, Frames & Hardware	1	Is	\$14,145	\$14,145		\$14,145	
	Doors, Frames & Hardware							
5	Doors							
6	Hollow Metal 3070 Doors - Flush	15	ea	\$420	\$6,300			\$6,30
7	Hollow Metal 3070 Doors - Flush with Narrowlite	12	ea	\$450	\$5,400			\$5,4
В	Hollow Metal 3070 Doors - Flush with Halflite	9	ea	\$480	\$4,320			\$4,3
9	Solid Core Wood 3070 Door - Flush	12	ea	\$460	\$5,520			\$5,5
0	Solid Core Wood 3070 Door - Flush with Narrowlite	3	ea	\$490	\$1,470			\$1,4
I	Hollow Metal Frames			green v	100			77—3
2	6070 Interior HM Frame	5	ea	\$250	\$1,250			\$1,2
3	3070 Interior HM Frame	32	ea	\$170	\$5,440			\$5,4
\$	3070 Interior HM Frame with 1670 Sidelite	9	ea	\$400	\$3,600			\$3,6
5	Hardware Sets							
ô	Egress / Panic Sets	12	sets	\$550	\$6,600			\$6,6
7	Locksets with closers	8	sets	\$400	\$3,200			\$3,2
}	Locksets	29	sets	\$375	\$10,875			\$10,8
9	Passage Sets with Closers	2	sets	\$400	\$800			\$8
)	Install Doors, Frames & Hardware	1	ls	\$26,496	\$26,496			\$26,4
1								
	luminum, Glass, & Glazing							
	uilding Shell Aluminum, Glass & Glazing							
1	Storefront Framed Fixed Windows							
5	Kawneer Trifab VG4511 2" x 4.5" thermally broken framing, or equal							
3	Clear Anodized Aluminum Finish				1			
7	1" Insulated low E Glass							
3	Perimeter Caulking							
9	Window Units:				100			
)	SF01a: 10'-0" x 10'-0" with 6070 door opening (1 each)	58	sf	\$52.00	\$3,016		\$3,016	
1	SF01b: 6'-6" x 10'-0" (1 each)	65	sf	\$52.00	\$3,380		\$3,380	
2	SF02: 6'-0" x 8'-0" (9 each)	432	sf	\$52.00	\$22,464		\$22,464	
3	SF03: 5'-0" x 5'-0" (4 each)	100	sf	\$52.00	\$5,200		\$5,200	
k	Clearstory Windows: 5'-0" x 4'-0" (60 each)	1200	sf	\$52.00	\$62,400		\$62,400	
i	Aluminum Entrance Doors				100			
i	Medium Stile aluminum doors with clear anodized finish				100			
	Exterior Entry Pair: 6070 w/ insulated glass & hardware	1	pair	\$6,200	\$6,200		\$6,200	
1	Exterior Entry: 3070 w/ insulated glass & hardware	4	ea	\$3,100	\$12,400		\$12,400	
1	Miscellaneous Glazing:				63	it is a second of the second o		
	Narrow Lites for Exterior Doors; 6" x 36" x 1" insulated glass	21	ea	\$113	\$2,363		\$2,363	
	Aluminum, Glass & Glazing				1			
2	Interior Aluminum Storefront Framed windows							
	9'-0" x 9'-0" with 6070 doors (inner vestibule)	39	sf	\$48	\$1,872			\$1,8
	4'-0" x 4'-0" with 1/4" clear tempered glass (7 each)	112	sf	\$48	\$5,376			\$5,3
	Aluminum Entrance Doors				61			
i	Medium Stile aluminum doors with clear anodized finish							
	Interior Entry Pair: 6070 w/ tempered glass & hardware	1	pair	\$5,700	\$5,700			\$5,7
	Miscellaneous Glazing:							
	Interior Halflites: 24" x 26" x 1/4" clear tempered glass	7	ea	\$202	\$1,411			\$1,4
	Narrow Lites: 6" x 36" x 1/4" clear tempered glass	9	ea	\$90	\$810	i i		\$8
	Interior Sidelites: 18" x 78" x 1/4" clear tempered glass	9	ea	\$327	\$2,940			\$2,5
	4x4 Sliding windows at Bullpen Trucker Rooms	2	ea	\$1,300	\$2,600			\$2,6
	2	2	ou	41,000	42,000			Ψ2,0

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-	Division # 9	Quantity	Unit	Price	Totals	Rough Grading	Shell	ΤI
1	Drywall & Ceilings							
2	Building Shell Drywall & Ceilings							
3	Ceilings:							
	2 hour fire ratred horizontal drywall lid assembly over the fire pump and electric rooms.	833	of	\$25.00	\$20.025		\$20.025	
4	TI Drywall & Ceilings	833	sf	\$25,00	\$20,825		\$20,825	
6	Walls: (All Level 4 Finish)							
•	Non Rated Demising Walls to 36'-6" (Avg): 8" 14 ga studs at 16" OC,							
7	layers 5/8" drywall one side	537	If	\$561,83	\$301,703			\$301,703
•	12'-6" Partition: 3 5/8" 20 gage studs at 16" OC, 1 layer 5/8" drywall	007		υυ, ι υυφ	φοσ1,700			4501,700
8	each side, 3,5" sound batt	1176	If	\$141,25	\$166,110			\$166,110
	12'-6" Furred or One Sided: 3 5/8" 20 gage studs at 16" OC, 1 layer			****	*******			*19-61.11
9	5/8" drywall one side. 3.5" sound batt	473	lf	\$100.81	\$47,683			\$47,683
								200
10	12'-6" high drywall with 3.5" insulation on inside face of demising walls	242	If	\$63.31	\$15,321			\$15,32
11	Level 5 Finish in Surgitrack Rooms in lieu of Level 4	3792	sf	\$0.33	\$1,251			\$1,25
12	Stud Engineering:	1	Is	\$2,000.00	\$2,000			\$2,00
13	Ceilings							
14	2 hour fire rated horizontal drywall lid assembly over Bullpens	2854	sf	\$25.00	\$71,350			\$71,35
15	Drywall Ceiling (Restrooms, Changing, Showers & Ante)	827	sf	\$8.25	\$6,823			\$6,82
16	Armstrong Kitchen Zone 2x4 (672) in 15/16" grid	8346	sf	\$5.31	\$44,309			\$44,30
17	Armstrong Cortega 2x4 (704) in 15/16" grid	6381	sf "	\$5.26	\$33,539			\$33,53
8	Bullpen Fascia/Bulkheads Bullpen Box Headers (Or LVL's)	138 138	lf If	\$58,81 \$26,04	\$8,116 \$3,594			\$8,11 \$3,59
20	Bullpen Fascia Posts	8	ea	\$180.00	\$1,440			
21	Dulipert Fascia Fosts	0	ea	φ100.00	\$1,440			\$1,44
22	Ceramic							
23	TI Wall Tile & Base							
24	Ceramic at Restroom Wet Walls (Assume Tile material is \$7,00/sf)	2580	Allow sf	\$22.00	\$56,760			\$56,76
25	Ceramic Base (Assume Tile material is \$7.00/lf)	353	Allow If	\$22.00	\$7,766			\$7,76
26	Access on the second of the second se		100000000000000000000000000000000000000					*-1
7	Flooring							
28	TI Flooring							
29	Carpet: Assume \$50/SY Carpet furnished & Installed	389	Allow sy	\$50	\$19,456			\$19,45
30	Rubber Base: Johnsonite 4" Traditional Cove Base	2957	lf	\$3.75	\$11,089			\$11,08
31	Sheet Vinyl Flooring - Armstrong Medintech	6084	sf	\$10.00	\$60,840			\$60,84
32	Sheet Vinyl Base - Armstrong Medintech Welded Integral cove base	340	lf	\$18.00	\$6,120			\$6,12
33	A CONTRACTOR OF A CONTRACTOR O							
34	Moisture Mitigation							
35	TI Moisture Mitigation	0004		04.50	00.100			20.40
16	Obex Creteseal CS2000 moiture mitigation coating (sheet vinyl areas)	6084	sf	\$1.50	\$9,126			\$9,12
37 38	Polished Congrete Florring							
39	Polished Concrete Flooring TI Plolished Concrete							
10	Polished Concrete Natural Color/No Stain	7349	sf	\$5,70	\$41,857			\$41,85
41	Start initial grind with 40g metals polishing up to 1500g resin	7043	31	ψ5,76	φ41,007			φ41,00
12	Fill control joints with 2 part Polyurea				1			
13	Euclid Densifier and Guard							
4								
5	Painting							
16	Building Shell Painting							
17	Paint exterior precast (Conproco Elastomeric, 3 colors)	84320	sf	\$1.93	\$162,738		\$162,738	
8	Paint exterior hollow metal doors and frames	23	ea	\$191	\$4,382		\$4,382	
19	Paint interior hollow metal doors and frames	1	ea	\$191	\$191		\$191	
50	Provide fire safety striping on columns with extinguishers	86	ea	\$100	\$8,600		\$8,600	
51	TI Painting				10			
52	Paint interior exposed precast white	63990	sf	\$1.00	\$63,990			\$63,99
53	Paint interior drywall partitions	57138	sf	\$0.85	\$48,567			\$48,56
54	Epoxy wall paint at interior of Surgitrack room	3792	sf	\$1.10	\$4,171			\$4,17
55	Paint drywall ceilings	5076	sf	\$1.15	\$5,837			\$5,83
56	Paint hollow metal doors	36	ea	\$91	\$3,276			\$3,27
	Paint hollow metal frames 3070	32	ea	\$100	\$3,200			\$3,20
	Paint hollow metal frames 3070 with 1670 sidelite	9	ea	\$150	\$1,350			\$1,35
8	Paint hollow metal frames 6070	5	ea	\$125	\$625			\$62
68 69		2114	lf	\$5	\$10,570			\$10,57
58 59 30	Paint 18" wide white stripe around perimeter of warehouse floor			\$4	\$5,760			\$5,76
58 59 30 61	Paint 18" wide white stripe around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 lf/pit)	1440	lf		A			4
58 59 30 51 52	Paint 18" wide white stripe around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 lf/pit) Paint interior steel bollards	1440 8	ea	\$60	\$480	A.		
58 59 60 61 62	Paint 18" wide white stripe around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 lf/pit)	1440			\$480 \$2,000			
58 59 60 61 62 63	Paint 18" wide white stripe around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 lf/pit) Paint interior steel bollards Paint roof access ship ladder with cage	1440 8 1	ea ea	\$60 \$2,000	\$2,000			\$2,00
58 59 60 61 62 63 64 65	Paint 18" wide white stripe around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 lf/pit) Paint interior steel bollards	1440 8	ea	\$60				\$2,00
57 58 59 60 61 62 63 64 65 66 67	Paint 18" wide white stripe around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 lf/pit) Paint interior steel bollards Paint roof access ship ladder with cage	1440 8 1	ea ea	\$60 \$2,000	\$2,000			\$48 \$2,00 \$20,00

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1	Fire Extinguishers & Cabinets					
3	Building Shell JL Industries Cosmic 10E 10# ABC Extinguishers	115	ea	\$107	\$12,306	\$12,306
4	Labor to Install Fire Extinguishers & Cabinets	115	Is	\$35	\$3,968	\$3,968
	TI JL Industries Cosmic 10E 10# ABC Extinguishers	7	ea	\$107	\$749	\$749
	Porter Roemer 7320 recessed fire extinguisher cabinet	7	ea	\$108	\$756	\$756
	Labor to Install Fire Extinguishers & Cabinets	7	ea	\$173	\$1,208	\$1,208
	Signage					
	Building Shell					
	Acrylic Signs with Braille 6" x 6" Exit Signs	32	ea	\$8.26	\$264	\$264
	Labor	32	ea	\$17.25	\$552	\$552
	TI Acrylic Signs with Braille				l l	
	6" x 6" Exit Sign	20	ea	\$8.26	\$165	\$165
	6" x 9" ADA Mens Restroom Sign 6" x 9" ADA Womens Restroom Sign	4	ea	\$7.08 \$7.08	\$28 \$28	\$28 \$28 \$28
	6" x 9" ADA Unisex Restroom Sign	6	ea	\$7.08	\$42	\$42
	Labor Deek Deer Signs	34	ea	\$17.25	\$587	\$587
	Dock Door Signs Interior Overhead Door Signs	44	ea	\$47.33	\$2,083	\$2,083
	Exterior Overhead Door Signs	44	ea	\$47.33	\$2,083	\$2,083
	Labor LEED Educational Signage Allowance	88	ea allow	\$23.00 \$7,000.00	\$2,024 \$7,000	\$2,024 \$7,000
	LEED "No Smoking" signs	i	Is	\$500.00	\$500	\$500
	Tollet Accessories					
	Toilet Accessories TI					
	18" x 30" Mirror B-165-1830	12	ea	\$77,96	\$936	\$936
	Soap Dispenser B-211	15	ea	\$40.05	\$601	\$601
	18" Grab Bar Bradley B-6806x18 36" Grab Bar Bradley B-6806x36	10 10	ea ea	\$32.00 \$38.76	\$320 \$388	\$320 \$388
	42" Grab Bar Bradley B-6806x42	10	ea	\$40.96	\$410	\$410
	Toilet Paper Dispenser B-2888	14	ea	\$69.48	\$973	\$973
	Paper Towel Dispenser / Waste Recept B-3944	2	ea	\$350.34	\$701	\$701
	Seat Cover Dispensers B-221 Hooks B-6761	10	ea ea	\$34.93 \$19.57	\$279 \$196	\$279 \$196
	C Fold Paper Towel Dispenser B-262	10	ea	\$53,57	\$536	\$536
	Napking Disposals B-270	7	ea	\$34.56	\$242	\$242
	Mop Strip B-223-36 Installation of Accessories	1	ea Is	\$91.24 \$6,011.15	\$91 \$6,011	\$91 \$6,011
				3-1,0-1,11-0	4-10.17	4
	Toilet Partitions					
	TI Floor Mounted, OH braced, Phenolic tollet partitions					
	Regular Stalls	2	ea	\$1,900.00	\$3,800	\$3,800
	Handicap Stalls	4	ea	\$2,350.00	\$9,400	\$9,400
	Urinal Screen	1	ea	\$400,00	\$400	\$400
	Knox Box				200	
	Building Shell					
	Recessed Knox Box Model 3275 Labor	2	ea ea	\$553 \$69	\$1,107 \$138	\$1,107 \$138
	Lavor	2	Ga	403	\$130	\$130
	Pedestal Mail Box Unit					
	Building Shell			00.000	00.000	00.000
	Florence vital 1570-4T5 Pedestal Cluster Mailbox Labor	1	ea	\$2,838 \$276	\$2,838 \$276	\$2,838 \$276
				42.0	42.3	12.5
	Lockers					
	TI 12" x 12" x 72" metal wardrobe lockers with slope tops	169	ea	\$350	\$59,150	\$59,150
	, ,	.00	ud	4500	500,100	\$35,100
	Tenant Furnished Appliaces					
	TI Kitchen Lavatories (F&I - Included in plumbing)					
	Garbage Disposals (F&I - included in plumbing)					
	Double door glass display refrigerator Allowance	2	Allow ea	\$4,000	\$8,000	\$8,000
	Microwave Allowance	6	Allow ea	\$350	\$2,100	\$2,100
	Hoshizaki undercounter top hat ice machine Allowance Install & Connect appliances	1	Allow ea	\$2,600 \$828	\$2,600 \$828	\$2,600 \$828
			,,,	4020	QU.LO	4525
	Janitor Closet Specialties TI				1	
	FRP Sheets at Mop Sink	2	sheet	\$110	\$220	\$220
	Installation	2	sheet	\$103.50	\$207	\$207
	Window Treatments					
	TI					
	Manual window shades Bullpen Windows 5'-0" x 5'-0" (4 each)	100	sf	\$13.75	\$1 375	\$1 276
	Office Windows 6'-0" x 8'-0" (4 each)	432	sf	\$13.75	\$1,375 \$5,940	\$1,375 \$5,940
	Roll Out Mats TI					
	Roll Out Mats (LEED Cross Contamination Prevention)	1	allow	\$8,000.00	\$8,000	\$8,000

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	Division # 11	Quantity	Unit	Price	Totals	Rough Grading	Shell	TI
1	Loading Dock Equipment	La, pentinese a resput ye						
2	Building Shell Dock Equipment							
3	9'-0" x 10'-0" Manual Sectional Overhead Doors	42	ea	\$3,090	\$129,780		\$129,780	
4	12'-0" x 14'-0" Motor Operated Sectional Overhead Doors	2	ea	\$7,862	\$15,723		\$15,723	
5	TI Dock Equipment							
6	30,000 Pound Capacity 7' x 8' Dock Levelers (with integral dock bumpers)	40	ea	\$6,127	\$245,080			\$245,080
7	Dock Bumpers 15" (2 included with each leveler)	80 e	a					
8	Dock Seals 9'-0" x 10'-0" w/ heavy duty urethane coated nylon covering	40	ea	\$1,514	\$60,560			\$60,560
9	Dock Lights LED with 60" double strut arm	40	ea	\$620	\$24,800			\$24,800
10	Dock Truck Restraints Genisys GRH700 Dok-Lok by Rite Hite	34	ea	\$6,540	\$222,360			\$222,360
11								
12								
13	TOTAL		XXIII X		\$698,303	\$0	\$145,503	\$552,800

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	Division #15	Quantity	Unit	Price	Totals	Rough Grading Shell	ΤI
1 2	HVAC Building Shell HVAC	1	Is	\$8,700	\$8,700	\$8,70	0
3	(1) Electric unit heaters for electric room				i.		
4	(1) Electric unit heaters for fire pump room (1) Wall mount exhaust fan with powered louver for electrical room						
6	(1) Wall mount exhaust fan with powered louver for fire pump room						
7 8	Programmable t-stats for equipment & control wiring TI HVAC						
9	Equipment:						
10	(14) 25 Ton Packaged RTUs for Warehouse	14	EA	\$35,000	\$490,000		\$490,000
11 12	(1) 25 Ton VAV Packaged RTU for Office (1) 6 Ton Packaged RTU with dehumidification for Suture Room	1	EA EA	\$40,000 \$8,400	\$40,000		\$40,000 \$8,400
13	(1) 20 Ton Packaged RTU with dehumidification for Surgi-Track Room with MERV 12 Filter Rack	1	EA	\$28,000	\$28,000		\$28,000
14 15	(8) VAV Units with SCR Electric Reheat (2) 2 Ton Split System for the Bullpen Offices	8 2	EA EA	\$3,500 \$10,600	\$28,000 \$21,200		\$28,000 \$21,200
16	(1) Roof Mount Exhaust Fan for Battery Charging	1	EA	\$3,500	\$3,500		\$3,500
17 18	(3) Roof Mounted Restroom Exhaust Fans (1) Roof Mounted Clean Entry Exhaust Fan	3 1	EA EA	\$3,500 \$3,500	\$10,500 \$3,500		\$10,500 \$3,500
19	(1) Ductless Split Systems for IT Room	i	EA	\$10,600	\$10,600		\$10,600
20	(8) HVLS 16' Fans (wired to one central control panel)	8	EA	\$7,500	\$60,000		\$60,000
21	(3) Ceiling mounted electric heaters with internal thermostats Ductwork:	3 19055	EA SF	\$800 \$4.50	\$2,400 \$85,748		\$2,400 \$85,748
23	Warehouse RTU's to have 4-way blow drum diffusers				0.		******
24 25	Concealed supply duct to have wrap insulation Ducted return air system for office areas				1		
26	GRDs for office areas (assume 2x2 lay in type)	19055	SF	\$1.26	\$23,972		\$23,972
27	Controls:	1	LS	\$50,000	\$50,000		\$50,000
28 29	Carrier IVU BACnet DDC Control System with web based graphical interface Includes interface to:				4		
30	RTU's, VAV's, EF's, HVLS Fans, and Splits						
31	Suture Room RTU for building pressurization and temp/RH control Surgitrack Room RTU for building pressurization and temp/RH control						
33	All RTU's provided with OA Airflow Stations						
34	Natural Gas Meter Sensor						
35 36	Tie Into EC provided EMON CO2 space sensors						
37	Certified TAB	1	LS	\$4,500	\$4,500		\$4,500
38	LEED Premiums Increased RTU Efficiency	17	ea	\$6,150	\$104,550		\$104,550
40	Gas/Electric Metering	ï	ls	\$12,000	\$12,000		\$12,000
41 42	Increased BAS Capability RTU OA Monitoring	1	ls Is	\$52,100 \$7,500	\$52,100 \$7,500		\$52,100 \$7,500
43	CO2 Monitoring	i	ls	\$7,500	\$7,500		\$7,500
44	Enhanced Filtration	1	ls Is	\$22,000	\$22,000		\$22,000 \$13,700
45 46	Temp Filters at RA General HVAC requirements & notes:	1	15	\$13,700	\$13,700		\$13,700
47	Provide factory installed disconnects on all HVAC equipment						
48 49	Provide 14" roof curbs and hall guards for roof mounted equipment Provide factory mounted powered GFCI outlets on all RTU's						
50	Provide splash blocks for condensate lines draining on roof						
51 52	Gas piping to equipment is to be run inside the building above the bottom chord of the bar joists. Use prefab pitch pockets for gas penetrations through the roof.						
53	Duct to be delivered to site with ends wrapped, Wrapping to be maintained while stored on site.						
54 55	Flex duct is permitted between device and rigid duct up to 6'-0" Provide one complete set of spare filters for all equipment						
56	Conduit is only required for vertical control wiring installations						
57	The building will have R-22 roof insulation and R-12 wall insulation						
58 59	Warehouse Cooling: 78 degrees on 98 degree day Warehouse Heating: 60 degrees for 5 year historical area avg						
60	Office Cooling: 74 degrees on 98 degree day						
61 62	Office Heating: 72 degrees for 5 year historical area avg						
63	Plumbing						
64	Building Shell Plumbing All utilities will be brought to within 5'-0" of the building by the site contractor	-1	Is	\$77,700	\$77,700	\$77,70	0
66	Sanitary:						
67	Pick up sanitary 5'-0" outside building (on east side outside Fire Pump Room)						
68 69	All sanitary waste & vent piping to be schedule 40 PVC above or below grade Domestic Water:						
70	Pick up 3" domestic water service at 5'-0" outside building (on east side outside Fire Pump Room)						
71 72	Domestic water service entrance including backflow prevention devices Type L copper above grade and type K copper below grade, Above grade receives Armaflex Foam insulation						
73	Fire Water:						
74	Pick up 12" fire water service at 10'-0" outside building						
75 76	Extend inside bulding and provide blind flange for connection by fire protection contractor Take 12" fire line from flange at pump to 10'-0" outside,						
77	Additional 8" fire water riser feed from loop 10'-0" out to Inside with flange (6 each)						
78 79	Gas: Gas Service Entrance - pick up at meter outlet side						
80	Schedule 40 black steel gas piping						
81	Assume 5 PSI delivery pressure downstream of the service entrance regulator						
82 83	Storm: No storm system. All roof drainange handled by gutters/downspouts						
84	Excavation						
85 86	Include trenching and backfill/bedding for all underground piping All spoils can be placed in a single pile on site 50' outside of the building						
87	Building Shell Fixtures						
88	(1) Floor drain with trap seal in fire pump room						
89 90	TI Plumbing Fixtures with associated piping						
91	(10) ADA Floor Mount Water Closet with battery flush valve and antimicrobial open front seats	10	ea	\$4,000	\$40,000		\$40,000
92	(4) Standard Floor Mount Water Closel with battery flush valve and antimicrobial open front seats	4	ea	\$4,000	\$16,000		\$16,000
93 94	(1) ADA Height Urinal with battery flush valve (1) Standard Height Urinal with battery flush valve	1	ea	\$4,000 \$4,000	\$4,000		\$4,000 \$4,000
95	(2) Two person Bradley trough sinks with hands free faucets and mixing valves	2	ea	\$12,000	\$24,000		\$24,000
96	(2) Semicircle wash fountains with handsfree faucet and mixing valve	2	ea	\$9,200	\$18,400		\$18,400
97	(8) Wall mount lavatory sinks with handsfree faucet and mixing valve	8	ea	\$3,500	\$28,000		\$28,000 \$10,200
98	(a) Evail mount lavatory sinks with nanositee faucet and mixing vaive (3) Stainless steel single bowl sink with wing handle faucet and mixing valve (Break & Coffee)	3	ea	\$3,400	\$10,200		

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22	5.000 V						
99	(3) Water leaters w/ recirculating pumps (sized for 140 Degree - provide 105 to 115 degree at outlet)	3	ea	\$9,500	\$28,500		\$28,500
100	(1) Mop sink with faucet	1	ea	\$1,800	\$1,800		\$1,800
101	(6) Rooftop frost free hose bibs	6	ea	\$2,200	\$13,200		\$13,200
102	(3) Exterior wall frost free hose bibs (in lockable boxes with shut off valve inside of wall)	3	ea	\$1,800	\$5,400		\$5,400
103	(1) Interior hose bib (adjacent to emergency fixture and at floor scrubber)	1	ea	\$1,800	\$1,800		\$1,800
104	(1) Emergency shower/eyewash station with tepid water, drain & acid neutralization basin	1	ea	\$12,000	\$12,000		\$12,000
105	(10) Floor drains with trap seals (each restroom)	10	ea	\$1,200	\$12,000	59	\$12,000
106	(1) Bi-Level water cooler with bottle filler (stainelss steel, recessed unit with stainless steel bowls)	1	ea	\$10,000	\$10,000		35C-1020 M-21100-1
107	(1) Floor Sink for floor scrubber	1					\$10,000
108			ea	\$2,000	\$2,000		\$2,000
	LEED: Low Flow Fixture Cost Premium	31	ea	\$300	\$9,300		\$9,300
109	Tenant Furnished Appliances				13		
110	(1) Rough in and connection for ice machine in breakroom kitchennette	1	ea	\$200	\$200		\$200
111	Gas Distribution				100		
112	Gas Distribution to HVAC equipment	19	ea	\$2,433	\$46,233		\$46,233
113	Gas stubbed into ACS and capped	1	Is	\$2,000	\$2,000		\$2,000
114	Water Distribution			1000 6 000000	25		3-10-5
115	Water to all fixtures (included in fixture pricing)				33,		
116	Waterline stubbed into ACS space and capped	1	Is	\$5,000	\$5,000		\$5,000
117	BAS integrated water meters	1	ls		0.00.00.000.000		S. S.
118	Sanitary laterals	1	15	\$3,500	\$3,500		\$3,500
	residents		F7	Carpon Const			
119	(2) 8" Sanitary lines running from bullpens to south side at 30"-0" off the east & west walls for future tie ins	1	ls	\$57,666	\$57,666		\$57,686
120	Sanilary stubbed into ACS and capped (included with laterals)				737		
121	Grey Water / Rain Water Reclaimed Water System				20		
	Reclaimed water skid system with reclaimed water distribution system and separate greywater drainage system, 2500				44		
122	gallon tank, includes reclaimed water meter tied to BAS	1	Is	\$54,000	\$54,000		\$54,000
123	Plumbing Notes & Requirements (applicable to Building Shell & TI)				2.3		
124	Provide insulation on all cold, hot, and hot recirculating piping, in all locations						
125	Provide shut off valves on each water line serving 2 or more fixtures				9008 2478		
126	Provide valves for each toilet room, for break room, and for the emergency shower						
127	Valves to be accessible in confidors or other approved locations						
128	Provide air chambers at each plumbing fixture and equipment item or engineered shock absorbers.				£5		
129	Pipe pressure testing and test reports				web.		
130					100		
	Domestic water piping flushing & chlorination. State approved lab test results indicating "safe drinking water"				84		
131	Provide pipe labeling ID and flow direction arrows on all piping, 25' OC above ceilings, 50' OC in open spaces				54		
132							
133	Fire Protection						
134	Building Shell Fire Protection	1	Is	\$998,000	\$998,000	\$998,000	
135	Pick up service inside fire pump room at 12" flanged water line provided by the plumbing contractor						
136	Install 1,500 GPM electric fire pump, jockety pump, controllers with transfer switch and accessories						
137	ESFR Wet System				231		
138	Designed for NFPA 13 (2016) standards for cartoned unexpanded plastics stored up to 30' on racks w/ 40' celling.						
139	Compliance with the following FM Global requirements and Loss Prevention data sheets:						
	2-0 Installation Guidefines for Automatic Sprinklers				65		
141	3-7 Fire Protection Pumps				\$42		
142	3-26 Fire Protection Water Demand for Nonstorage Sprinklered Properties				100		
143	5-40 Fire Alarm Systems				346		
145	5-48 Automatic Fire Detection				67		
146	7-29 Ingnitable Liquid Storage in Portable Containers				13		
147	8-9 Storage of Class 1, 2, 3, 4, and Plastic Commodities (Use Table 8 page 23 to choose adequate design) No In-rack fire protection						
148	No Fire hose stations						
149	Piping to be Schedule 40, 10 or 7 black steel						
150	Figure to be schedule 44, 10 or 7 plack steel. For Shell fire protection price - provide coverage for the entire building but assume no racking in the Warehouse.				19		
161	Price assumes (6) water entrances around the building(column lines A-5, A-13, G-5, & G13) to serve the (10) zones				500		
152	Fire pump will feed the fire loop around the building with tie in, Flanged water line provide by plumber						
153	ACS to be served with upright heads				453		
154	TI Fire Protection	1	Is	\$42,000	\$40,000		ean one
155	Provide sprinklers coverage for areas with ceilings (Offices areas Lockers, Surgitrack, Suture Room, Bullpen)		15	φ42,000	\$42,000		\$42,000
156					39		
157					970A		
158	TOTAL				\$2,625,269	\$0 \$1,084,400	\$1,540,869
,	A TANK				φε,020,209	Φυ ΦΙ,864,400	\$1,040,008

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1	Division # 16 Building Shell Electric	Quantity	Unit	Price	Totals	Rough Grading Shell TI
2	Service					
3	Primary conduits & wiring, transformer, pad, secondary conduits, trench & backfill by site contractor					
4 5	Service shall be 3000 amp, 480/277 volts, 3-phase Secondary wiring from transformer to building (Assume 15 LF)	15	lf	\$500	\$7,500	\$7,500
6	Grounding & Bonding	10		4000	47,000	U 1,000
7	Grounding as required for Shell Building	1	ls	\$3,000	\$3,000	\$3,000
8	Switchgear & Distribution Main Distribution Switchboard					
10	Sub Panels	1	Is	\$145,536	\$145,536	\$145,536
11	Transformers	346375	sf	\$1.04	\$358,498	\$358,498
12 13	(4) additional sub meters with remote monitoring for LEED Lighting	4	ea	\$3,500.00	\$14,000	\$14,000
14	Shell Lighting				1	
15	(87) Orion Harris LED High Bay Star Line Gen 1 with occupancy sensors	87	ea	\$600	\$52,200	\$52,200
16 17	(28) Exit / Emergency Combos with remote heads (26) Exit / Emergency Combos in warehouse for egress	32 26	ea	\$350 \$350	\$11,200 \$9,100	\$11,200 \$9,100
18	(28) Remote head light above exterior egress doors	30	ea	\$350	\$10,500	\$10,500
19	(4) Strip Fixtures for fire pump room	4	ea	\$350	\$1,400	\$1,400
20 21	(4) Strip Fixtures for electric room Exterior Building Lighting:	4	ea	\$350	\$1,400	\$1,400
22	(21) LED wall packs for dock areas and parking areas	21	ea	\$420	\$8,820	\$8,820
23	Timeclock & photocell controls. Photocells to be located at accessible location above roof	1	Is	\$2,500	\$2,500	\$2,500
24 25	Site light poles and pole bases by site contractor <u>Devices:</u>				1	
26	(4) Standard duplex outlets for fire pump room	4	ea	\$350	\$1,400	\$1,400
27	(4) Standard duplex outlets for electric room	4	ea	\$350	\$1,400	\$1,400
28 29	Power Feeds: Mechanical Equipment:					
30	(1) Wall Mounted Exhaust Fan with Louver for Pump Room (120 volt / 1 phase)	1	ea	\$400	\$400	\$400
31	(1) Wall Mounted Exhaust Fan with Louver for Electric Room (120 volt / 1 phase)	1	ea	\$400	\$400	\$400
32 33	(2) Pump & Electric Room Unit Heaters (460 volt / 3 phase - 5 KW) Other Equipment	2	ea	\$600	\$1,200	\$1,200
34	(1) Normal & Emergency Power to Fire Pump Controller	1	ea	\$400	\$400	\$400
35	(1) Power to Fire Pump ATS	1	ea	\$400	\$400	\$400
36 37	(1) Power to Pump (2) Power for drive in dock doors	1 2	ea ea	\$400 \$400	\$400 \$800	\$400 \$800
38	Conduits & feeders from Tenant Furnished Generator to Fire Pump room	í	ls	\$80,595	\$80,595	\$80,595
39	Fire Alarm:	1	Is	\$58,214	\$58,214	\$58,214
40 41	Compliance with the following FM Global requirements and Loss Prevention data sheets: 5-40 Fire Alarm Systems					
42	5-48 Automatic Fire Detection					
43	Code required minimum installation					
44 45	System to be monitored 24/7 by a UL approved central monitoring station Fire Protection system flow and temper switch monitoring					
46	TI Electric					
47	Switchgear & Distribution					
48 49	Sub Panels Transformers	346375	ls sf	\$110,000 \$1.65	\$110,000 \$569,787	\$110,000 \$569,787
50	Run underslab conduits with pullstrings for power & data to the ACS area.	1	ls	\$16,000	\$16,000	\$16,000
51	Lighling:					
52 53	Warehouse Lighting: (NOT DIMMABLE) (786) Orion Harris LED High Bay Star Line Gen 1 with occupancy sensors	786	ea	\$600	\$471,600	\$471,600
54	Provide minium 25 fc average light level at 36" AFF	100	-		411 1/444	
55	Photometric study to be provided	4			40.000	***
56 57	Allowance for Battery powered emergency & egress lighting / signage in Warehouse Office, Break, Restrooms, Suture, Surgitrack & Bull Pen Room Lighting (Rooms with ceilings)	7	allow	\$8,000	\$8,000	\$8,000
58	2x4 LED light fixtures: LEED Credit - Dimmable fixtures with dimmer switches	227	ea	\$475	\$107,825	\$107,82
59	Office lighting to be 2800 - 3500 Kelvin					
60 61	Provide 4045 fc at desk surface height Battery powered emergency & egress lighting / signage	40	ea	\$350	\$14,000	\$14,000
62	Devices:			4444		
63	Warehouse Devices:			****	010.050	240.05
64 65	(35) Standard duplex outlets for warehouse temperature monitoring (locations TBD) (18) Standard duplex outlets for warehouse security & IDF boxes (locations TBD)	35 18	ea	\$350 \$350	\$12,250 \$6,300	\$12,250 \$6,300
66	(40) Standard duplex outlets for warehouse dock door dock lights	40	ea	\$350	\$14,000	\$14,00
67	(1) Standard duplex outlet for Floor Scrubber (Assume outside Suture Med Device)	1	ea	\$350	\$350	\$35
68 69	(25) 30 amp battery charging disconnects with whips. Install of battery chargers F.B Tenant. Office, Restrooms, Locker, Break Room, Corridors, Bull Pen Room Devices: (Assumed quantities)	25	ea	\$1,000	\$25,000	\$25,000
70	(123) Standard Duplex Receptacles	123	ea	\$350	\$43,050	\$43,050
71	(10) GFCI Duplex Receptacles	10	ea	\$400	\$4,000	\$4,000
72 73	(7) Floor Boxes (35) Occupancy Sensor / Light Switches Dimmable	7 35	ea ea	\$400 \$440	\$2,800 \$15,400	\$2,80 \$15,40
74	(2) Receptacles mounted to tenant provided server rack	2	ea	\$350	\$700	\$10,400
75	(2) Receptacles mounted for tele/data panel	2	ea	\$350	\$700	\$70
6 7	Suture Room (11) Standard Duplex Receptacles	11	ea	\$350	\$3,850	\$3,85
78	(1) Ceiling Mounted Duplex Receptacle	1	ea	\$350	\$3,000	\$3,65
79	(2) Occupancy Sensor / Light Switches Dimmable	2	ea	\$440	\$880	\$88
80	Surgitrack Room (23) Standard Dueley Recontroles	20		\$350	\$7,700	\$7,70
81 82	(22) Standard Duplex Receptacles (2) Ceiling Mounted Duplex Receptacle	22 2	ea	\$350	\$7,700	\$7,70
83	(6) Occupancy Sensor / Light Switches Dimmable	6	ea	\$440	\$2,640	\$2,64
84 85	Power Feeds Machanical Equipment					
o o	Mechanical Equipment: (14) 25 Ton Packaged RTUs for Warehouse (460 volt / 3 phase - 55 MCA Each)	14	ea	\$7,000	\$98,000	\$98,00
86		1	ea	\$7,000	\$7,000	\$7,00
87	(1) 25 Ton VAV Packaged RTU for Office (460 volt / 3 phase - 55 MCA Each)					
86 87 88 89	(1) 25 Ton VAV Packaged RTU for Office (460 volt / 3 phase - 55 MCA Each) (8) VAV Units with Electric Reheat (120 volt / 1 phase) (1) 6 Ton Packaged RTU for Suture Room (460 volt / 3 phase - 16 MCA)	8	ea ea	\$400 \$5,000	\$3,200 \$5,000	\$3,200 \$5,000

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91	(1) Roof Mount Exhaust Fan for Battery Charging (460 volt / 3 phase - 5 MCA)	1	ea	\$800	\$800	\$800
92	(3) Roof Mounted Restroom Exhaust Fans (120 volt / 1 phase)	3	ea	\$800	\$2,400	\$2,400
93	(1) Roof Mounted Ante Room Exhaust Fan (120 volt / 1 phase)	1	ea	\$800	\$800	\$800
94	(1) Ductless Split System for IT Room (208 volt / 1 phase - 25 MCA Each)	1	ea	\$1,000	\$1,000	\$1,000
95	(2) Ductiess Split Systems for Bullpens (208 volt / 1 phase - 25 MCA Each)	2	ea	\$1,000	\$2,000	\$2,000
96	(8) HVLS 16' Fans (460 volt / 3 phase - 10 MCA Each) (wired to one central control panel)	8	ea	\$800	\$6,400	\$6,400
97	(3) Ceiling Mounted Electric Unit Heaters (460 volt / 3 phase - 5 KW)	3	ea	\$600	\$1,800	\$1,800
98	(34) truck restraints (120 volt 5.2 MCA)	34	ea	\$350	\$11,900	\$11,900
99	Other Equipment		A. Committee		64	411,000
100	(1) Power feed to trash compactor	1	ea	\$400	\$400	\$400
101	(1) Power feed to box crusher	1	ea	\$400	\$400	\$400
102	Fire Alarm				7	7100
103	Expanded system to serve Office Areas, Suture Room, Surgitrack and Bulipen Area	19055	sf	\$3.00	\$57,165	\$57,165
104	Tele/Data	,,,,,,		40.00	407,100	\$51,100
105	Grounding for tele/data panel	1	ea	\$500	\$500	\$500
106	(28) Tele/data conduit stub & pullstring to above ceiling (office areas assumed quantity)	28	ea	\$300	\$8,400	\$8,400
107	Suture Room - (2) conduit stubs and pull strings for tenant supplied tele/data & security	2	ea	\$250	\$500	\$500
108	Surgitrack Room - (4) conduit stubs and pull strings for tenant supplied tele/data & security	4	ea	\$250	\$1,000	\$1,000
109	Conduit stubs and pullstrings in warehouse for Tenant data - Allowance \$5,833	1	allow	\$5,833	\$5,833	\$5,833
110	Security		34113533	40,000		45,000
111	Dedicated circuiting & power connection for one Security Panel	1	ea	\$400	\$400	\$400
112	Conduit stubs and pull strings in warehouse for Tenant security - Allowance \$5,833	1	allow	\$5,833	\$5,833	\$5,833
113	Conduit stubs and pullstrings in Suture Room for security - Allowance \$15,000	ર્વ	allow	\$15,000	\$15,000	\$15,000
114	Conduit stubs and pullstrings in Surgitrack for security - Allowance \$15,000	4	allow	\$15,000	\$15,000	\$15,000
115	AV & CATV - not in scope			4.4,444	V.0,000	V I O I a do
116	Wireless Network - not in scope					
117	General Electric Notes:					
118	Feeders 100A and above are compact aluminum				\$9°	
119	Feeders & branch circuits less than 100A are copper					
120	PVC conduits for all under stab wiring (Try to route understab when possible)					
121	Rigid Conduit for all wiring above slab to 12'-0" AFF				674	
122	EMT for all wiring 12"-0" AFF and above					
123	MC for all Office / Suture Room / Bull Pen wiring				100	
124	Provisions for Tenant Supplied Generator & Transfer Switch Allowance					
125	Rough in, pad, conduits, wiring, controls, and installation for a generator & transfer switch by tenant	1	allow	\$100,000	\$100,000	\$100,000
126					F,	\$100,000
127						
128	TOTAL				\$2,566,876	\$0 \$771,263 \$1,795,613
						4- Tilling Allianiale

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Falcon Consulting & Management Owens & Minor, Morgantown, WV Exhibit 2: Alternates & Value Engineering Options 06.15.22

	Description	Quantity	Unit	Unit Price	Direct Cost	Add or Deduct	Total Direct Cost
1	Wood look ceramic planks on exterior in lieu of wood look siding & furring					DEDUCT	-\$117,834
	Delete wood look siding & furring	-4405	sf	\$52	-\$227,959		
	Add wood look ceramic plank	4405	sf	\$25	\$110,125		
2	Lower roof collateral load					DEDLIAT	
4		_	1.			DEDUCT	-\$183,160
	Lower the roof collateral load from 8 PSF to 5 PSF	1	ls	-\$183,160	-\$183,160		
3	Use "To the floor" bracing in liqu of bracing to 1/1 AFE					TBD	TDD
,	Use "To the floor" bracing in lieu of bracing to 14' AFF Use "To the floor" steel bracing in lieu of bracing to 14' AFF	4	la	044 470	C44 470	IBD	TBD
l	Smaller foundations?	1	ls	-\$11,173	-\$11,173		
- married married	Smaller foundations?		-				
4	Unit Cost for a dock door - NO truck restraint	n to the second second	an analysis of	The District Control of the Control		ADD or DEDUCT	\$14,502
	Concrete - Form pit and install pit angles	1	ea	\$1,500	\$1,500	ADD OF DEDOO!	φ14,302
	Precast - Provide an opening in lieu of a knockout in the precast - No Cost Difference	1	ea	\$0	\$0		
	Misc Steel - set of dock pit embedded angles	1	ea	\$438	\$438		
	Misc Steel - Pair of overhead door track Z guards	1	ea	\$565	\$565		
	Caulking - Caulk pit slab recess	1	ea	\$64	\$64		
	Paint - Paint dock pit embedded angles	1	ea	\$144	\$144		
	Signage - Interior and exterior door number signs	1	ea	\$141	\$141		
	Dock Equipment - 9'x10' dock door	1	ea	\$3,090	\$3.090		
	Dock Equipment - Dock leveler with bumpers	1	ea	\$6,127	\$6,127		
	Dock Equipment - Dock Seal	1	ea	\$1,514	\$1,514		
	Dock Equipment - Dock Light	1	ea	\$620	\$620		
	Electric - Duplex receptacle for dock light	1	ea	\$300	\$300		
ALC: N		TAMESTA					
5	Unit Cost for a truck restraint					ADD or DEDUCT	\$6,890
	Truck Restraint	1	ea	\$6,540	\$6,540		
	Electric - Power to truck restraint	1	ea	\$350	\$350		

^{*} Costs do not include mark-ups

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Falcon Consulting & Management Owens & Minor, Morgantown, WV Exhibit 3: Summary of Allowances 06.15.22

Allow No.	Allowance Description	Value
2.18	Sewickley Mine Grouting - Drilling Allowance 9,320 LF x \$12.40/LF	\$115,568
2.19	Sewickley Mine Grouting - Grouting Allowance 14,051 CY x 90.65/CY	\$1,273,723
2.98	Monument Sign Allowance	\$75,000
2.100	Superior Recreational Products Patio Shelter 20' x 20'	\$15,000
3.50	Allowance for additional month of precast wall braces	\$20,997
7.5	Roof Insulation - Based on Current Price. (2) Layers 2" Insulation at \$0.96/SF per layer	\$665,040
	Insulation manufacturers assign pricing at time of shipment due to material shortage and high global demand.	
	The best we can do is use "today's" price and call out that price as an allowance	
	The price will be adjusted (increased or decreased) based on the cost of insulation at the time it is shipped from the manufacturer.	
7.15	Allowance for additional 1" of roof insulation for LEED energy requirements	\$166,260
7.36	Allowance for 5' deep x 39'-0" long canopy at main office entrance (\$500/ LF x 39 LF)	\$19,500
7.37	Allowance for 4' deep x 12'-0" long canopy at employee entrance (\$400 / LF x 12 LF)	\$4,800
7.38	Allowance for 2' deep x 26'-4" long canopy at East drive in door (\$200/ LF x 26.33 LF)	\$5,266
7.39	Allowance for 2' deep x 16'-4 long canopy at West drive in door (\$200/LF x 16.33 LF)	\$3,266
7.40	Allowance for 2' deep x 618' long canopies at East dock side (\$200/LF x 618 LF)	\$123,600
7.41	Allowance for 2' deep x 703' long canopies at West dock side (\$200/LF x 703 LF)	\$140,600
7.46	Expansion control covers and expansion joints	\$20,957
9.24	Ceramic Wall Tile (Assume Tile material is \$7.00/sf)	\$7.00/sf
9.25	Ceramic Base (Assume Tile material is \$7.00/lf)	\$7.00/lf
9.29	Office Carpeting \$50/SY furnished & installed	\$50/SY
9.65	Allowance for LEED Compliant Materials Premium	\$20,000
	LEED educational signage allowance	\$7,000
10.70	Double door glass display refrigerator allowance (\$4,000 / each x 2)	\$8,000
10.71	Microwave allowance (\$350/each x 6)	\$2,100
10.72	Hoshizaki undercounter top hat ice machine allowance (\$2,600/each x 1)	\$2,600
10.88	Roll Out Mat allowance (Required for LEED cross contamination prevention)	\$8,000
16.56	Allowance for Battery powered emergency & egress lighting / signage in Warehouse	\$8,000
	Tele/Data conduit stubs and pullstrings in warehouse for Tenant data	\$5,833
	Security conduit stubs and pullstrings in warehouse for Tenant data	\$5,833
	Conduit stubs, pullstrings, and hardware in Suture Room for security	\$15,000
	Conduit stubs, pullstrings, and hardware in Surgitrack for security	\$15,000
16.125	Rough in, pad, conduits, gas pipe, and install of tenant supplied generator & transfer switch.	\$100,000



Page 1 of 1

Owens & Minor Distribution Center WestRidge Commerce Centre, Morgantown, WV Exhibit 4: Milestone Schedule

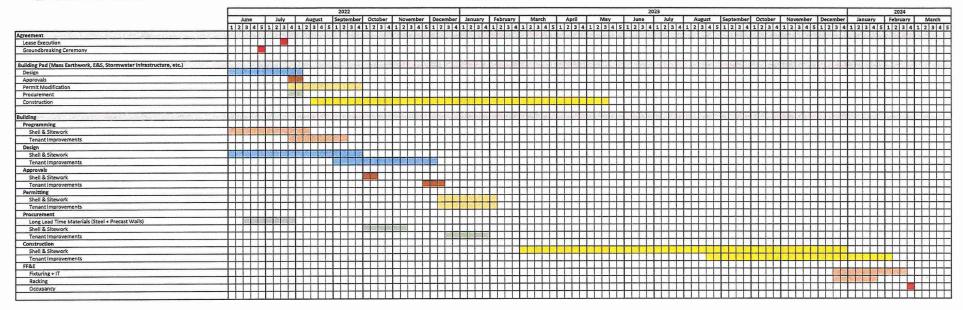


EXHIBIT 5

PROJECT OUTLINE SPECIFICATIONS (346,375 SF) June 15, 2022

PRELIMINARY CONSIDERATIONS, GENERAL PROGAM AND BASELINE SPECIFICATIONS

346,375 SF - Cross-Dock Warehouse distribution facility includes:

7,086 SF main office (open office, lockers, corridor, break room & main restrooms)

1,425 SF Warehouse Bull Pen East

1,425 SF Warehouse Bull Pen West

2,300 SF Suture/Med Device Room

6,186 SF SurgiTrack Room

371 SF Fire Pump/Water Service Room

448 SF Electric Service Room

35,308 SF ACS area separated by a full height demising wall

Owens & Minor: 37 Dock doors, to include full dock packages

35 Knock-outs for future dock doors

2 Drive-In Doors located at opposite ends

Door for trash compactor with no dock door package

1 Door for box crusher with no dock door package

ACS: 2 Dock doors, to include full dock packages

1 Door for trash/recycling with no dock door package

Not less than 200 Parking Space for Automobiles

Not less than 20 Trailer Parking Spaces (Park at future dock doors)

This project will be LEED Certified

<u>Design and Engineering Services</u>. Landlord will cause to be prepared a complete set of certified, final working drawings and specifications including but not limited to: Civil, Landscape, Structural, Architectural, HVAC, Plumbing, Fire Sprinkler, and Electrical.

<u>The Work</u>. Landlord will/cause to furnish all labor, materials, equipment and supervision necessary for the construction of the work identified in the Outline Specifications, and all materials and equipment incorporated into the work will be new.

<u>Warranty</u>. Landlord will guarantee the work to be free from defects in materials and workmanship for a period of one year after the date of substantial completion of the work. Any extended warrantees that are obtained from subcontractors and suppliers will be delivered to Owner at the completion of the work.

<u>Permits, Licensing, Fees.</u> Landlord will apply for and obtain the general building permit and all subcontractor trade permits required to perform the work. Landlord will be responsible for all other government or quasi-government approvals and fees, including but not limited to development approvals, sewer and water access charges and/or tap fees, utility service charges or access fees, park dedication fees, and assessments.

<u>Codes</u>. The work will comply with applicable building codes, accessibility requirements, and dimensional requirements of zoning ordinances as interpreted and enforced by the governmental bodies having jurisdiction over the work at the time permits for the work are issued.

A. OFF-SITE WORK

- 1. Provide and coordinate all required utility services to satisfy the requirements of the project.
- 2. Provide and coordinate all off-site landscaping, roads, easements in accordance with the city, state and municipal standards.

B. UTILITIES

- 1. Sanitary Sewer: sanitary sewer as required to meet intended use and state, local and municipality requirements.
- 2. Water Service: domestic and fire protection water service. The water main to have adequate water flow and pressure to supply the needs of an ESFR fire sprinkler system with pump for high pile storage and as required to meet intended use and state, local and municipality requirements.
- 3. Storm Sewer: storm water sewers and catch basins as required to meet intended use and state, local and municipality requirements.
- 4. Electrical: underground electrical service to meet intended use and state, local and municipality requirements.
- 5. Telephone: two (2) 4" PVC empty conduit raceways with pull strings to be installed through the exterior wall to the property edge for continuation by the telephone utility. Conduits will be capped and located.
- 6. Natural Gas: natural gas service to meet intended use and state, local and municipality requirements. Gas service to be sized for a full building backup emergency generator (emergency generator to be provided by O&M).

7. Site Lighting: site lighting to be provided via a combination of wall-mounted area lights and light poles. All lighting to be LEDs. Exterior Lighting Package designed to limit light trespass from the site (LEED).

C. EARTHWORK

- 1. Clear, strip, and excavate, backfill, rough and fine grade as required for the project
- All grading work within the areas of the proposed structures will be performed in accordance with permitted construction documents and recommendations resulting from a Geo-technical Report of the site.
- 3. Earthwork within the area of the building structures will be observed, tested, and approved by the independent soils engineer. Excessive drying of the subgrade during construction will be avoided in accordance with the recommendations of soils report.
- 4. Expansive soils encountered within 12" of the bottom of the building floor slab will be replaced with suitable non-expansive select cohesive fill soils or well-graded granular material.
- 5. Expansive soils within 12" of the site pavement will be scarified 12" below subgrade and re-compacted extending 2' beyond the edge of pavements. Sand pockets encountered will be replaced on a localized basis. Crushed rock will be utilized during construction to support heavy construction equipment loads if necessary.
- 6. To the extent possible, positive drainage will be maintained to ensure drainage is directed away from excavations. Dewatering to be approached on a localized basis.
- 7. Areas to receive concrete paving outside the building structures will be cut and filled to the grades shown or as required for proper drainage. Fill work in these areas will be with material observed, tested and approved by the independent soils engineer.
- 8. Topsoil will be spread as necessary to provide a minimum of 4" of topsoil in landscaped and lawn areas.
- 9. Set adequate grades so that roof drainage, pavement, and surface water run-off will be handled through surface draining, catch basins and storm sewers.
- 10. Unsuitable soils encountered during foundation excavation will be removed and replaced on a localized basis as required by the geotechnical testing agency and the recommendations of the soils report.
- 11. Wetlands delineation, mitigation, enhancement or other work as required by city, state and municipal

D. PAVEMENT

- 1. Truck Court Apron: truck apron to be minimum 60' deep heavy duty concrete entire length of building and constructed to conform to applicable and acceptable standards.
- 2. Heavy Duty Pavement: heavy duty pavement will be provided in truck courts, trailer parking areas, and drive aisles.
- 3. Light Duty Pavement: light duty pavement will be provided in auto parking areas.
- 4. Curbs and Gutter: combination 6" curb and gutter or deep-set curbs at the entrance drives and parking area. Use of curbs at the perimeter of the truck courts will not be required unless they are needed for stormwater design.

- 5. Fire Lane: fire lane and fire loop with hydrants around perimeter of building for fire department access as required by Code.
- 6. Fire loop is only needed if required by Code. A fire loop is planned.
- 7. Fire hydrants shall be located as required by code. Hydrants will be placed as to mitigate any operational impacts or potential collisions.
- 8. All paving will be designed as per recommendations of the Geotechnical Report.
- 9. Walks and landings: sidewalks: 5'-0" wide, 4" thick broom-finished concrete over a 4" granular base, 4,000 psi concrete with integral curb at and adjacent all entrances in accordance with standards and codes.

E. SITEWORK FINISHES

- 1. Site Signage: provide all site signage required by local public works authority.
- 2. An itemized allowance will be provided for O&M's monument sign. Sign is assumed to have a low concrete base and have a cabinet panel that is approximately 6'x 10'. Panel face(s) shall be furnished by O&M.
- Landscaping and Irrigation: a complete landscape package designed and provided in accordance with standards and codes. An irrigation system will not be provided (to achieve LEED credit).
- Pavement Markings: All paving will be striped to indicate parking stalls, median lanes, traffic control features and handicap parking locations. Provide trailer storage striping, if applicable.
- 5. Outside Covered Patio: Concrete with 3 Ultrasite (or equivalent) extra heavy-duty rectangular picnic tables, 500 sf. 20'x20' cover to be all metal from Superior Recreational Products (or equivalent), Preferred location is adjacent the main office breakroom. Please indicate on the building plan where a patio can be located.
- 6. The following will not be required:
 - a Guardhouse
 - b Dumpster Enclosure
 - c Perimeter Fencing & Gates
 - d Decorative Site Lighting
 - e Trash Containers
 - f Site Furnishings unless otherwise noted

F. FOUNDATIONS

- 1. The building foundation system will be engineered and constructed on a bearing capacity of per the Geotechnical report.
- 2. All dock heights will be 48" above the truck court paving measured at 2'-6' from the building.
- 3. Reinforced strip foundations will be provided at the perimeter of the building. Reinforced spread foundations will be provided at columns. Foundation trenching and backfilling will be provided. All backfill will be stone. A foundation drain will be installed around the East and West sides of the building.

G. SLAB ON GRADE

- 1. The building floor slab will be engineered and constructed based on intended use. All concrete will be minimum 4,000 psi compressive strength in 28 days.
- 2. Slab on Grade shall be 6" with #3 bars at 12" on center each way.
- 3. The concrete floor slab will be placed with a laser screed, finished with a hard machine trowel finish.
- 4. The floor slab will have control joint spacing not to exceed approximately 15' x 15' and control joints will be sawn with soft cut blade method and/or as engineered.
- 5. All floor joints to be filled with Euclid Quick Joint or SPI EPL-1 Polyurea joint filler.
- 6. The warehouse distribution concrete floor slab will be sealed with a one-coat application of cure/hardener equal to Day-Chem Sure Hard or Ashford Formula.
- 7. No special floor coatings will be required for battery charging area.
- 8. Vapor barriers required at office areas, SurgiTrack, Suture/Med Device Room, & ACS.
- 9. A bond breaker no thicker than 15# felt paper will be applied to the slab at exterior wall joints. Isolation joints will be provided between the floor slab and foundation to allow independent movement and/or as engineered.

H. BUILDING ENVELOPE

- FM Global requirements for the building system is not required; however, FM Global standards should be met for design of the roof assembly (corners of roof deck), and obstructions with the sprinkler system.
- 2. The building system (columns, beams and steel bar joists carrying a metal roof deck) to conform to the standards of ACI, ASTM, SJI, and applicable building regulations. Wind load, roof live load, and wind uplift per local building code.
- 3. A mezzanine will not be required.
- 4. The finish on all steel to be gray primer paint.
- 5. Exposed roof deck to be factory prime painted "light gray or white" finish.
- 6. The structural grid bay to be 54'-0" x 57'-6" and truck dock will be 47'-0" x 60'-0".
- 7. Warehouse clear height to be minimum 32' from finish floor to below the roof structural steel between Column Lines B & G.
- 8. The roof deck to be sloped at min. 1/4" per foot to roof gutters.
- 9. All exposed exterior ferrous metals will be galvanized and unpainted, not including pipe bollards.
- 10. Walls: The building exterior consists of smooth, insulated, precast concrete panels. Wall system to be engineered and constructed to conform to all applicable codes and standards.
- 11. Canopies will be provided over all dock door positions and specific man door openings as shown on the drawings. Provide bull-nose dock canopy over all dock door positions.
- 12. Exterior wall insulation shall meet existing West Virginia energy code, R-13 will be used for this project.
- 13. All exterior walls will receive one prime coat and two finish coats of flat finished paint (Conproco Elastomeric Paint). Any lift points to be capped.

- 14. Roof System: .060, Rhino-bonded white thermoplastic polyolefin (TPO) over (2) layers of 2" mechanically attached insulation (R 22.8) with associated flashings and trims to achieve manufacturer's 20-year warranty. NOTE: Roof insulation thickness to be determined to meet LEED requirements however an allowance for an additional inch of roof insulation has been included. Roof pitch ¼" per foot minimum to gutters.
- 15. Use of sloped roof with perimeter exterior gutters & downspouts in lieu of perimeter roof drains and interior rainwater conductors. Downspout protectors shall be installed at grade and the downspouts shall be connected to a below grade conveyance system.
- 16. All architecturally visible exterior roof edge copings and overflow scuppers to be prefinished metal. All other flashings are galvanized metal.
- 17. Joint Sealants: All panels to be washed and prepped. All joints will include closed cell backer rod installed prior to joint sealants. The wall panel joints will be caulked at both the exterior and interior sides with a 2-part Grade NS, Class 25 general purpose polyurethane joint sealant by Bostik, Pecora, BASF, Tremco, Sikaflex or equal.
- 18. Windows: The exterior window system will consist of 1" thick hermetically sealed double glazed glass units set in clear anodized, thermally broken, aluminum framing system. All window sills, stools and trim will match the exterior aluminum window frame color. All window units will be fixed (no operating sash). All exterior entrance doors and frames will be medium stile, aluminum framing members to match windows.
- 19. Exterior Stairs: provide open grate galvanized metal fabricated stairs and landings with hand railing at the truck dock area exit doors designed and constructed to applicable codes and standards.
- 20. Roof Access: One (1) steel ship's ladder with appropriate safety features to be installed inside the building to be located over a bull pen to provide access to the roof through one (1) 2'-6" x 8'0" roof hatch.
- 21. Siding: corrugated metal siding and wood look aluminum siding to be provided at the exterior to accent the O&M office area and limited other areas as shown on the building elevations.

I. MISCELLANEOUS METALS

- 1. Dock Door Track Protection: (2) 48" high, painted yellow or orange Z-guards provided at the interior of each dock door rail.
- 2. Bollards: 6" minimum 4' high concrete-filled, painted pipe bollards will be provided at the following locations:
 - a. (2) each at the interior and exterior sides of each drive-in door
 - b. (2) each at the exterior electrical transformer
 - c. (?) each at generator/transfer switch
- 3. Provide (2) line galvanized steel guardrails at the drive-in ramp walls.
- 4. Provide (2) line steel guardrails on top of bull pen for ladder access to roof hatch.
- 5. Provide embedded angles at the perimeter of each dock leveler pit (or premanufactured dock pit boxes).
- 6. Provide 36" tall downspout guards. Currently estimated there are (51) each.
- 7. Interior guardrails to protect walk aisle provided by O&M.

J. CARPENTRY

- 1. Provide exterior blocking for copings, eave flashings, and the perimeter of storefront openings.
- 2. Provide interior blocking for casework, extinguisher cabinets, toilet accessories, toilet partitions, and electrical panels.
- 3. Provide the following casework:
 - a. Reception Desk
 - b. Open office coat rack and shelf
 - c. Open office coffee station
 - d. Copy storage cabinets and counter
 - e. Break room kitchenette
 - f. East & West bullpen service counter
 - g. Solid surface window stools at offices
- 4. Allowances included for FSC lumber for rough carpentry and casework (LEED).

K. DOORS & GLAZING

- 1. Standard Dock Doors: 9' x 10' insulated dock doors. All dock doors shall have a vision light, final light sizes shall be determined by the selected door manufacturer's standard size. The vision light shall be in the third panel and include weather stripping and vertical lift hardware. Each door will be manually operated.
- 2. Drive Thru Dock Doors: 12' x 14' auto operated sectional drive-in doors at the end of the dock bays. Each door will be insulated and include one vision light (the size of which shall be determined by the selected door manufacturer's standard size)in the third panel including weather stripping and associated hardware.
- 3. Entry Storefront: storefront doors shall consist of (1) exterior pair for the office entrance, (1) interior pair at the office entrance vestibule, and (4) single doors for the employee entrances.
- 4. Glass and Glazing: Windows typically 6' wide x 8' high to be provided for the O&M office and 5' wide x 5' high to be provided at the bull pens. Window frames will be anodized aluminum. The office area entrance doors will be aluminum framing members to match the windows.
- 5. Transom Windows: Transom windows shall be placed and sized as appropriate by Architect and are not required above each dock door.
- 6. Exterior Hollow Metal Doors and Frames: provide galvanized hollow metal frames affixed to exterior wall system. Each hollow metal door will be 1-3/4" and include a closer/stop, a threshold, weather stripping, a door sweep, medium duty lockset, and thruwall flashing and drip. All exterior hollow metal doors shall have a narrow lite except the ones for the electric room and the fire pump room.
- 7. Provide door cores and keying for the work.

L. INTERIORS WORK

- 1. The interior side of the exposed precast wall panels will be painted white.
- Demising walls will be located running east west along Column Line 14.5 and running north – south along Column Line C.1 (east wall of ACS). Demising walls to be finished and painted white. Demising walls must go to deck, must be engineered but do not need to be rated.
- 3. All interior partition walls within the office areas shall run to 6" above the ceiling and shall be painted.
- 4. The bull pen area partitions do not need to extend to deck where it is cost effective and will have horizontal fire-rated ceiling assemblies.
- 5. 8" masonry shall be used up to 10' above finished floor for the electrical and fire pump room with a 2-hour rated drywall ceiling assembly.
- 6. Gypsum board to be held ½" off of floor to prevent water wicking.
- 7. Provide fire extinguishers as required by code in warehouse.
- 8. Office area finishes shall generally match O&M's standard pallet of interior finishes; however, there are no preferred material vendors.
- 9. Office area flooring:
 - a. Utilize polished concrete flooring in: vestibule, reception, hallway, lockers, breakroom, storage, IT, janitor, restrooms, bull pen restrooms, men's and women's changing rooms, and suture/med device room.
 - b. Utilize carpet in: offices, bull pen offices, open office, conference rooms, touchdown rooms, and bull pen touchdown rooms.

10. Office area ceilings:

- a. Armstrong Cortega 2x4 (#704) in 15/16" grid in: offices, conference rooms, vestibule, reception, open office, touchdown rooms, breakroom, lockers, hallway, storage, janitor, IT.
- b. Drywall ceilings in: restrooms, men's and women's changing rooms, electric room, fire pump room, and all bull pen offices and touchdown rooms.

11. Painting:

- a. Provide fire safety striping on all columns with extinguishers as required by local codes.
- b. Provide an 18" painted white stripe ("rat line") on warehouse slab around perimeter.
- c. Paint all interior hollow metal doors and hollow metal door frames.
- d. Exterior precast shall be painted with Conproco Elastomeric Paint, assume 3 colors.
- e. Paint dock pit perimeter angles, interior steel bollards and roof access ladder.

12. Specialties:

- a. Provide fire extinguishers as required by code in warehouse. Provide extinguishers in cabinets for office areas.
- b. Provide exit signs and restroom signs per code.
- c. Exterior and interior sequential 12" high, 1" wide stroke, vinyl numbering at each dock door. Verify numbering sequencing prior to installation.

- d. Provide toilet accessories and phenolic, floor mounted toilet partitions for restrooms.
- e. Provide (169) 12x12x72 metal wardrobe lockers in corridors, locker room, and men's and women's changing rooms.
- f. Provide (2) Knox Boxes.
- g. Provide a pedestal cluster mailbox.
- h. Provide FRP at janitor slop sink.
- i. Allowances for the following appliances have been included:
 - a. (2) Refrigerators (double glass door display?)
 - b. (6) Microwaves
 - c. (1) Hoshizaki Full Size Ice Dispenser
 - d. No Dishwasher
- j. Provide manual window shades at office and bull pen windows.
- k. \$8,000 Allowance for roll-up mats required for LEED Cross Contamination Protection.

M. DOCK EQUIPMENT

- 1. Dock Bumpers: 1 set of 15" dock bumpers at each dock door location.
- 2. Exterior and interior sequential 12" high, 1" wide stroke, vinyl numbering at each dock door. Verify numbering sequencing prior to installation.
- 3. Provide recessed mechanical dock levelers, min 30,000-pound mechanical dock levelers by Kelley or equal at each door location.
- 4. Extended dock seals at overhead dock doors with heavy-duty urethane coated nylon covering.
- 5. Provide modular dock light with 60" double strut arm, LED lamp at each door. Center point of mounting bracket to be installed at 72" AFF.
- 6. Vehicle Restraints Genisys GRH700 Dok-Lok by Rite-Hite. Provide on 85% of the dock doors 34 provided (specific locations to be determined later).

N. PLUMBING

- Warehouse Plumbing Systems: A complete plumbing system will be designed and installed consisting of outside gravity sanitary sewer and storm water connections, and water connection into the building.
- 2. Plumbing fixtures shall be furnished and installed by WestRidge.
- 3. Use of a sloped roof with perimeter exterior gutters & downspouts will be acceptable, in lieu of perimeter roof drains and interior rainwater conductors. Downspout protectors shall be installed at grade and the downspouts shall be connected to a below grade conveyance system.
- 4. A floor drain will be installed in the fire pump room.
- Two 8" sanitary lines will be provided up to Column Line 9, one on each side of the building, approximately 30' off dock and back wall with connection to main sanitary sewer.

- 6. One (1) each frost-proof hose bib will be provided at the utility room, next to the floor scrubber, and at the center office entrance. (6) hose bibs will be provided at the roof. All other hose bibs to be included in future tenant improvements.
- 7. Floor drain with hose bib for floor scrubber. Provide one basket flush mount floor sink with metal grate. Include one electrical outlet. Location in warehouse outside of suture/med device room.
- 8. For the current project program, trench drains are not required.
- Provide one emergency drench shower & eye wash unit adjacent to the battery charging stations; Bradley S19314 series or equivalent. Drainage will go to an integral neutralization tank then piped to the sanitary. Located adjacent to battery charging.
- 10. TI plumbing includes: toilets, urinals, Bradley Trough Sinks at main restrooms, lavatory, breakroom sink, water heaters, mop sink, (1) floor drain in each restroom.
- 11. A grey water/rain water reclaimed water system including 2500 gallon tank to be provided (LEED).
- 12. Low-flow fixtures have been provided to accommodate LEED.
- 13. Water meters for domestic hot and reclaimed water systems tied to the BAS System have been included.

O. HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

- 1. Warehouse Heating and Ventilation: Warehouse cooling system should maintain the temperature at 78 degrees during a 95 degree day. Roof top package units utilizing a free blow plenum with 4-way diffusers are acceptable. Warehouse heating system should maintain 60 degrees at past 5-year historical area average temperatures for 4 months each year (Nov-Feb). Combination RTU system or Cambridge Industrial ceiling mounted heaters are acceptable, mounted as close to deck to avoid conflict with racking, operations & sprinklers.
- 2. Provide Kelley Fusion HVLS 16' diameter fan (or similar) with 2HP motors at each dock bay wall, for a total of eight (8) fans.
- 3. Carbon Monoxide monitoring will not be required. Carbon Dioxide monitoring will be provided (LEED).
- 4. A building automation system/DDC will be required due to LEED Certification. A Carrier IVU has been provided to control all HVAC equipment.
- 5. A one (1) ton split system shall be included for the IT room, A redundant system will not be required.
- 6. Provide exhaust and venting system for battery chargers where required by code, and designed as to not interfere with racking
- 7. Provide exhaust, venting, and electric heaters for Electric Room and Fire Pump Room.
- 8. Office area design temperatures based on cooling to 74°F and heating 72°F. VAV packaged rooftop unit, VAVs with electric reheats, supply and return ductwork, GRDs, and programmable thermostats shall be provided to service the office areas. Provide exhaust for restrooms.
- 9. There are no preferred vendors for the HVAC equipment.

10. LEED Premiums included in the HVAC system: increased RTU efficiencies, gas and electric metering, RTU outside air monitoring, CO2 monitoring, enhanced filtration, and temporary filters on return air during construction.

P. FIRE SAFETY PROTECTION

- 1. An Early Suppression Fast Response (ESFR) fire protection sprinkler system will be designed and installed in accordance with NFPA Standards (see NFPA 13, Table 10), and applicable local codes.
- 2. This design will be adequate to protect class I to IV commodities and cartoned unexpanded plastic, stored on racks.
- 3. Hose racks are not required by the Fire Marshal. O&M would prefer to not have them.
- 4. All pipes penetrating walls behind wall flanges to be sealed.
- 5. The following are the key FM Global Property Loss Prevention Data Sheets that should be utilized throughout this project:
 - a. FM Global Property Loss Prevention Data Sheet 2-0, Installation Guidelines for Automatic Sprinklers
 - b. FM Global Property Loss Prevention Data Sheet 3-7, Fire Protection Pumps
 - c. FM Global Property Loss Prevention Data Sheet 3-26, Fire Protection Water Demand for Non-storage Sprinklered Properties
 - d. FM Global Property Loss Prevention Data Sheet 5-40, Fire Alarm Systems
 - e. FM Global Property Loss Prevention Data Sheet 5-48, Automatic Fire Detection
 - f. FM Global Property Loss Prevention Data Sheet 7-29, Ignitable Liquid Storage in Portable Containers
 - g. FM Global Property Loss Prevention Data Sheet 8-9, Storage of Class 1, 2, 3, 4 and Plastic Commodities. Use Table 8 on page 23 to choose an adequate design.
- 6. The flow of the sprinklers shall not be obstructed by items like bridging, pipes, lighting, conduit, etc. Owens & Minor will assign an FM Global Project Engineer to review the sprinkler system design and installation
- 7. FM Approved construction materials should be utilized where applicable for the project, and details of the installation should conform to FM Global's recommended good practices. This would specifically include any plastics in construction used for the project (insulated metal panels with foam core, FRP plastics, spray on foams, etc.).
- Any concealed ceiling spaces formed by the roof and/or suspended ceilings in any
 offices, etc. or other structures in this building should be entirely noncombustible in
 construction and contents, or else automatic sprinkler protection should be provided for
 the space.
- 9. Provide 1,500 GPM electric fire pump with jockey pump, controllers, and accessories.
- 10. Work will start inside the fire pump room at a flanged water line provided by the plumber. The fire pump will feed the fire loop around the building which will serve the additional fire water entrances / risers within the building.

Q. ELECTRICAL SYSTEMS

- Power Distribution: An electrical system will be designed to include complete warehouse
 power distribution, lighting and electrical system. The electrical service will be one
 service rated at 3,000 amps, 480/277 volts, 3-phase. The service will terminate in a main
 distribution switchboard to be located in the mechanical room. Note: site will have an
 emergency backup generator & automatic transfer switch provided by others. Service
 should be designed accordingly.
- 2. Interior Warehouse Lighting: Quantity: approx. 873 fixtures. Location TBD based on final racking plan. Narrow aisle racking will be installed in some warehouse areas. Spec: Orion Harris LED High Bay Star Line Gen 1, 160 W fixtures, 5000K bulbs, 24,100 Lumens delivered with occupancy sensors Coordinate light fixtures with the racking plan and place fixtures in center of aisle per the racking plan submitted and approved by Owens & Minor. . Provide 25fc minimum average light level at 36" AFF in aisles and loading bays. Provide a photometric study to verify FC requirement is met. Hold fixtures tight to the structure to avoid conflicts with sprinklers per FM Global requirements. Maintain lights at a minimum of 28' A.F.F.
- 3. Interior Lighting Office: Office lights shall be 2800 Kelvin -3500 Kelvin and produce 4045 fc at desk surface height. Dimmable lighting will be provided (LEED).
- 4. Exterior Building Lighting: LED wall-mounted area lights are provided for illumination of the exterior areas. LED pole-mounted lights in vehicle parking areas. Truck dock parking illumination will be provided via a combination of wall-mounted fixtures and "shoebox" style fixtures on square steel poles. Fixture poles will be mounted on cast-in-place concrete bases. Concrete bases to be 12" above the top of curb in green areas and 30" above the paved areas. In green areas, align bases with parking stall lines. Exterior lights are controlled by both a photocell and a time clock combination. Photocells to be located at an accessible location above the roof.
- 5. Provide 35 standard duplex outlets (location TBD) in warehouse for temperature monitoring systems.
- 6. Provide 18 standard duplex outlets (location TBD) Security and IDF boxes located on warehouse walls.
- 7. Provide 25 battery charging disconnects. Provide exhaust and venting system where required by codes. Disconnects and connectivity (whip) to be provided and installed by electrical contractor and mounted at 60" A.F.F.
- 8. Provide conduit stubs and pull strings in warehouse for the Tenant supplied data, communication and security systems (location TBD)
- 9. An allowance for exit signage shall be included and will be reconciled following the final racking plan.
- 10. Provide two 2" conduit from building demarc to IT room.
- 11. Provide 40 standard duplex outlets at Warehouse Dock Doors for Dock Door Lights.
- 12. Provide 4 standard duplex outlets in the Fire Pump Room, and 4 standard duplex outlets in the Electric Room.

- 13. Provide power feeds to exhaust fans, RTUs, VAVs, split systems, HVLS fans, unit heaters, fire pump control panels, trash compactor, box crusher, and 2 motorized dock doors.
- 14. Tele-Data includes: grounding for tele-data panel (27 tele-data conduit stubs and pull strings for the office areas and an allowance of \$5,833 for conduit, stubs and pull stings in the Warehouse).
- 15. Provide dedicated power connection for one security panel and an allowance of \$5,833 for conduits, stubs, and pull strings in the Warehouse for security.
- 16. Office area fit-out to include: receptacles and occupancy sensors / light switches.
- 17. An emergency power generator is not included in the base price. An allowance of \$100,000 has been provided for the rough-in, pad, conduits, gas piping, and install of the tenant provided generator and transfer switch.

R. SPECIALTY ELECTRICAL SYSTEMS

- 1. Fire Alarm System: UL listed addressable fire alarm system to be installed as required by local building codes. System to be monitored 24/7 by a UL approved central monitoring station. Monitoring contract to be provided by tenant, installation by contractor.
- 2. An allowance for emergency and egress lighting shall be included and will be reconciled following the final racking and tenant improvement plans.
- 3. Security System: designed and installed by user; however, coordination and rough-in work to be included by general contractor including but not limited to: ring and string, power source, etc.
- 4. IT and data work is by the user.
- 5. Provide fire horns and strobes in both the office and warehouse areas.

S. GENERAL CONDITIONS AND MISCELLANEOUS

- Testing: develop and employ a field testing program for quality control during the course
 of the Work. Testing program will include soils, foundations, cast-in-place concrete, and
 structural steel. Piping connected to public mains, above or below grade, will be pressure
 tested to meet approval of local jurisdiction having authority. Make available testing
 reports is requested.
- General Contractor Project Management: issue all notices and communications affecting
 the Work on a timely basis, interface with governmental authorities, manage the Work
 and implement any changes in the Work.
- 3. General Contractor Field Supervision: furnish an experienced, full-time employee to act as field superintendent through substantial completion of the Work. The field superintendent will be familiar with the specified materials and building systems, and will plan and coordinate the Work on the Project Site; this includes scheduling and coordinating the Work of Subcontractors on the Project Site, maintaining records required by governmental authorities, laying out building structures and monitoring the completed portions of the Work for substantial compliance with the Final Design Documents.
- 4. Temporary Construction: furnish temporary construction as deemed necessary for the Work. Temporary construction may include heated weather-tight enclosures, temporary

- roadways, erosion control structures, fencing, material staging and lay down areas, material storage structures and enclosures, enclosures for tools and other equipment, and a heated and air conditioned field office with appropriate facilities for storing plans, records, and other supplies necessary to the field management of the Work.
- 5. Temporary Utilities: furnish all required temporary utilities to the Project Site, including but not limited to: toilets and other sanitary facilities, temporary electric service, temporary phone service and temporary water service. After substantial completion, utilities will switch over to appropriate party.
- 6. Protection: take reasonable measures to protect the Work and the materials and equipment stored at the Project Site from dampness, cold, vandalism, theft, collapse, and abuse.
- 7. Cleanup: keep the Project Site reasonably free from excess accumulations of waste materials or rubbish. At the completion of the Work, all debris, tools, scaffolding, and surplus materials will be removed from the Project Site. Final cleaning consists of sweeping floors and wiping down doors and frames. All windows and sills will be washed on both the interior and exterior.
- 8. Floor Cleaning: warehouse floor to be scrubbed and cleaned
- 9. Include any/all required state and local sales and use taxes.
- 10. Record Documents: Upon completion of the work, provide drawings updated to reflect all as-built conditions. Complete Operation and Maintenance Manuals and furnished.

Main Office

p		·	r					
Description	Private Office	Cubicle	Lock Set	Side Light	Carpet	Tile	Painted Walls	Comments
Site Leader	Х		Х	Х	Х		Х	165 sf
HR Office	х		X	X	X		X	150 sf. Must be fully ADA compliant for wheelchair-bound teammate. Provide adjacent 69 sf file storage room with door locks.
Qty 2 Visitors Office	Х		Х	Х	х		Х	150 sf
Space for Work Stations (typ 6 x 6)	***	Х	,		Х		Х	Qty 6. Area for file cabinets.
Reception Area					Х		X	260 sf. Reception counter with waiting area. Floor box for electrical & voice/data. Coat closet.
Conference Room 10-person table				Х	X		X	252 sf. Floor boxes for electrical & voice/data
Conference Room 6-person table				X	X		X	188 sf. Floor boxes for electrical & voice/data
Breakroom seating capacity for 125, current plan shows 60 seats						Polished Concrete	х	Located at exterior window close to patio. An allowance for appliances shall be included by WestRidge

IT Room	X		х			Polished Concrete	X	100 sf. Independent A/C unit to Condition the space, 4x4 sheet of plywood mounted on wall. Overhead light.
Touchdown Rooms Quantity 3				X	X		X	(2) ea. at 94 sf. (1) ea. at 84 sf.
Storage Room	X			6.4//···		Polished Concrete	X	88 sf.
Restrooms						Polished Concrete, Ceramic Tile Wet Walls	Х	Separate women's and men's in office area and in warchouse
Fax/Сору атеа			1111 H.		-		X	Adjacent to workstations
Janitor Room with sink							X	90 sf.
Break Room		•				Polished Concrete	X	1,332 sf.
Lockers						Polished Concrete	X	236 sf.

Bull Pens

Open Bullpen areas

- Each has (2) private offices
- Each has (1) touchdown room
- Each has (1) trucker room with separate exterior entrance for truck drivers and unisex restroom. Area will be secured from warehouse.
- Each trucker room has (1) unisex restroom.
- Each has (2) additional unisex restrooms for warehouse employees.

ACS Area

Size: approximately 35,308 SF

Shell & T.I. pricing include the following provisions for the ACS area:

Water, gas and sanitary will be stubbed into the ACS space.

Underslab conduits with pull strings will be stubbed into the ACS area for power and data.

Temporary lighting, per code, will be provided inside ACS.

Demising walls to deck will be provided around ACS but no drywall will be installed on the ACS side of the demising walls.

The floor in ACS will be the slab on grade with cure/hardener.

The exposed interior face of precast walls inside ACS will not be painted.

SUTURE / MEDICAL DEVICE ROOM

GENERAL PROGAM AND BASELINE SPECIFICATIONS

Size: approximately 2,300 sf

Ceiling height (ceiling grid): 12'-0" (minimum 10'-0" and maximum 14'-0"). Non-static, vinyl surface tile (Armstrong Kitchen Zone 2x4 #672 in 15/16" grid). The space shall be configured as all open.

Walls – Insulation and drywall to 12'6" AFF on interior side of demising walls. At non-demising walls assume 3 5/8", 20-gauge studs to 12'6" AFF at 16" on center with insulation and drywall both sides to 12'6" AFF.

Paint - no texture, painted latex

Vision Windows: None

Floor – Polished Concrete Floor with rubber base All floor joints to be filled

Doors – Double hollow metal door and frames with vision panels

Heating, Ventilating and Air Conditioning (HVAC)

Independently control HVAC system to maintain the temperature between 68 and 77 degrees year-round.

Provide positive room air by designed system or industrial air curtains over door access.

Fire Protection

Fire protection sprinkler system will be designed and installed in accordance with NFPA Standards (see NFPA 13, Table 10), and applicable local codes for intended use.

Electrical System

LED indirect dimmable lighting shall be 2800 Kelvin - 3500 Kelvin and produce 40 fc - 45 fc at desk surface height.

Provide 1 to 2 standard duplex outlets (location TBD, 1 will be located at ceiling height) for temperature monitoring systems.

Provide 10 standard duplex outlets (location TBD)

Provide 2 conduit stubs and pull strings for the Tenant supplied data, communication and security systems (location TBD)

Provide exit signs, fire horns and strobes

Specialty Electrical and Security Systems

A \$15,000 allowance shall be included for security system rough-in, door prep, etc.

Fire Alarm System: UL listed addressable fire alarm system to be installed as required by local building codes.

Emergency and Egress Lighting: Emergency and egress lighting fixtures per local building codes.

Security System: designed and installed by user; however, coordination and rough-in work to be included but not limited to: ring and string, power source, etc.

SURGITRACK Room Specifications

Size: approximately 6,186 sf

Ceiling height (ceiling grid): 12'-0" (minimum 10'-0" and maximum 14'-0"); non-static, vinyl surface tile (Armstrong Kitchen Zone 2x4 #672 in 15/16" grid). The space shall be configured as all open.

Walls – Insulation and drywall to 12'6" AFF on interior side of demising walls. At non-demising walls assume 3 5/8", 20-gauge studs to 12'6" AFF at 16" on center with insulation and drywall both sides to 12'6" AFF.

Paint – epoxy wall paint, Level 5 finish drywall

Vision Windows: Seven (7) 4' high by 4' wide to be provided per plan. Window frames will be anodized aluminum.

Floor – Welded Sheet Vinyl with integral flash cove base

Double hollow metal door and frames with vision panels

Two (2) Conveyor Openings – (established by final design and field verified)

Openings with vinyl curtain strips - 34"W x 40"H or as specified design. 24" from floor to bottom of opening. Minimum 12" from the edge of opening to the adjacent wall.

Conveyors will be provided by O&M/ACS.

Two 8' x 8' changing rooms (minimum size and quantity), each with 4 lockers to store personal belongings and a wall-mounted hand sanitizer, should be located between the warehouse area and the SurgiTrack room to allow personnel to change into scrubs or cover-ups.

One ante room between changing rooms and SurgiTrack for final hand washing.

Plumbing - Provide industrial stainless steel sink with hot and cold water.

Heating, Ventilating and Air Conditioning (HVAC)

Independently control HVAC system to maintain the temperature between 68 and 77 degrees year-round. Maximum relative humidity level of 57%. Room must maintain positive air pressure.

Provide exhaust fan for ante room to help in maintaining positive pressure for SurgiTrack.

Fire Protection: Extra Hazard Group II protection due to the density levels and plastic commodities

Electrical System

LED indirect dimmable lighting shall be 2800 Kelvin - 3500 Kelvin and produce 40 fc - 45 fc at desk surface height.

Provide 4 standard duplex outlets (location TBD, 2 will be located at ceiling height) for temperature monitoring systems.

Provide 20 standard duplex outlets (location TBD)

Provide 4 conduit stubs and pull strings for the Tenant supplied data, communication and security systems (location TBD)

Provide exit signs, fire horns and strobes

Fire Alarm System: UL listed addressable fire alarm system to be installed as required by local building codes.

Emergency and Egress Lighting: Emergency and egress lighting fixtures per local building codes.

Security System: designed and installed by user; however, coordination and rough-in work to be included but not limited to: ring and string, power source, etc. \$15,000 allowance for security system, rough-ins, door prep, etc.

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Falcon Consulting & Management Owens & Minor, Morgantown, WV Exhibit 6: Document Log 06.15.22

Document No	Title	Date
	Desmone Architects Pre-Schematic Drawings for WCC-Owens & Minor Distribution Center	
N/A	O&M Rendering	5/13/2022
A-101	First Floor Plan	5/4/2022
A-102	Roof Plan	5/4/2022
A-201	Exterior Building Elevations	5/4/2022
A-301	Building Sections	5/4/2022
A-401	Enlarged Plans	5/4/2022
	Terradon WestRidge Commerce Centre Development, LLC Morgantown, WV 26504 Owens & Minor Early Site Package	
C0	Cover Sheet	5/27/2022
V1	Existing Survey	5/27/2022
Q1	Quantities Sheet	5/27/2022
C1	Layout Plan	5/27/2022
C2	Alternate Bid Item Exhibit	5/27/2022
C3	Grading Plan	5/27/2022
C4	Road Profile	5/27/2022
C5	Undercut and Sections Plan	5/27/2022
C6	Soil Subgrade Exhibit	5/27/2022
C7	Drainage Plan	5/27/2022
C8	Storm Profiles	5/27/2022
C9	Erosion and Sediment Control Plan	5/27/2022
C10	Erosion and Sediment Control Plan Phase 1	5/27/2022
C11	Erosion and Sediment Control Plan Phase 2	5/27/2022
C12	WestRidge LOD Plan	5/27/2022
C13	Erosion and Sediment Control Details	5/27/2022
C14	Miscellaneous Details	5/27/2022
	Falcon Consulting & Management	
Exhibit 1	Falcon Consulting & Management: Detailed Estimate	6/15/2022
Exhibit 2	Falcon Consulting & Management: Alternates & Value Engineering Options	6/15/2022
Exhibit 3	Falcon Consulting & Management: Summary of Allowances	6/15/2022
Exhibit 4	Owens & Minor Distribution Center, WestRidge Commerce Centre, Morgantown, WV: Milestone Schedule	6/15/2022
Exhibit 5	Falcon Consulting & Management Owens & Minor, Morgantown, WV: Project Outline Specifications (346,375 SF)	6/15/2022
Exhibit 6	Falcon Consulting & Management: Document Log	6/15/2022
Exhibit 7	Falcon Consulting & Management: LEED Points & Cost Analysis	6/15/2022
Exhibit 8	Falcon Consulting & Management: Lead Times	6/15/2022
Exhibit 9	Owens & Minor Distribution Center (346,375 SF) WestRidge, Morgantown, WV Pricing & Estimate Assumptions Matrix	6/15/2022

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Falcon Consulting & Management Owens & Minor, Morgantown, WV Exhibit 7: LEEO Points & Cost Analysis 06-16-2022

	Description eral Administration	Quantity				LEED Points	Pilce	Price Point	1	Comments
3 0	rchitectural Design and Administration Costs (ADAAC) for LEED by Engineer Design and Administration Costs (CEDAAC) for LEED	1	is is	\$12,000 \$12,500 \$47,250	\$12,000 \$12,500 \$47,250				110 110	
Ü	outractor additional administration for LEED procedures & paperwork ISSDO Fees LEED Certification Fee	346375	ls sf	\$0.055	\$19,051				110	
	LEED Review Fee LEED Registration Fee LEED Plague	}	ls is	\$5,000	\$5,000 \$1,200				641 641	
INTE	IDEED FISIQUE INFORMINE PROGESS Toxide analysis of Energy Related Systems and Water Related Systems during schematic design		03	\$2,000	\$2,000	14-11-20	50	50	CAL	Costs included in ADAAC
Loc	ATION AND TRANSPORTATION				- 70		10 13	10 mg	10.0	B. Golden St. School
	YAWABLE SITES						or Scool		- Norske	Landon Karakan, Amerika
C	construction Activities Publisher Prevention Create and Implement an erosion control plan	1	63	50	50	Prerequiste	\$0		110	No Cost. Already included in project design.
s	te Assessment Create runney/basesament demonstrating how ste features influenced design	,	h	50	50	1	\$0	10	6/4	Costs included in CEDAAC
S H	leat Island Reduction					2	50	\$0	NO.	No additional costs to meet the criteria
	Hon-Roof measures and reflective roofing greater than quantity of paving and roof. Original design intertiments the criteria with white TPO roof, lots of site concrete paving and the canopies which well need to be highly reflective.		h	\$0	50					
u	oft Polluton Reduction					1	\$3	50	ю	Costs included in CEDAAC
WAT	Exterior lighting package designed to limit the amount of light tresposations the site ER EFFICIENCY	1 - 1	ls	\$0	50		2017. 13		1.004	Local St. Dr. See
0	utdoor Water Use Reduction Permanent brigation system not required after 2 year establishment period		63	50	\$0	Prerequiste	50		YES	No irrigation system will be provided
	idoor Water Use Reduction Reduce aggregate water consumption by 20% from the baseline values	1	es	\$0	so	Prerequista	50		YES	Costs included in ADAAC
B	ulting Level Water Metering					Prerequista	50		YES	Costs included in ADAAC
	Permanent water metering for the building and useage reports for 5 years utdoor Water Usa Reduction	1	63	50	50		50	50	YES	No irrigation system will be provided
	Building to have no irrigation system	1	63	\$0	\$0					
Bi O In	abor Water Use Reduction Reduce aggregate water consumption by 50% from the baseline values Additional cost for low flow of implicit failures		ls	\$9,300	\$9,300	6	\$63,300	\$10,550	YES	
	Addsonal cost for low flow plumbing futures Addsonal cost for reclaimed water system	i	Is	\$54,000	\$54,000					
B	uking Level Water Metering Additional water meters for two or more water subsystems Metering of domestic hot water	1	ls	\$3,500	\$3,500	1	\$3,500	\$3,500	110	
	Metering of reclaimed water use (included with Reclaimed water system price)	i	63	\$0	\$0					
ENEF	RGY AND ATMOSPHERE material Commissioning and Verification Provide fundamental building commissioning services	1 11	61	\$64,600	\$64,600	Prerequiste	\$64,600	A -6	YES	A PAGE IS NOT
N	nimum Energy Performance					Prerequiste	\$104,550		YES	
P	Complywith ANSVASHRAEAESHA Standard (HVAC Equipment Efficiency Increase) ulding Level Energy Metering	1	63	\$104,550	\$104,550	Prerequiste	50			
	Melering of building energy services Share use reports with USGBC for period of 5 years	1	e3 e4	50 50	\$0 \$0	Hardnesa	30			
A	indamental Refrigerant Management Use of zero CFC based refrigerants in HVAG equipment	1	ea	50	50	Prerequiste	50		110	Costs included in ADAAC
	rhanced Building Commissioning		ea		~	6	\$233,627	\$38.933	YES	
	Provide enhanced montering based building commissioning (4 points) Provide building envelope commissioning (2 points)	1 1 346375	is is	\$9,505 \$57,662 \$0.48	\$9,505 \$57,862	1				
9	Assume this will require an editional inch of roof insulation phrtice Energy Pelormance	349373		80.43	\$166,260	4	\$0	50	tio)	Costs included in ADAAC
, A	10% improvement in energy performance - 10% cost PCt below PCtt (2 points) 10% improvement in greenhouse gas emmissions performance - 10% GGE PCt below PCit (2 points)	1	ls Is	\$0 \$0	\$0 \$0					1
	tranced Energy Metering Provide tenant level energy metering and share reports with USGBC for period of 5 years	1	is	\$12,000	\$12,000	1	\$26,000	\$26,000		
	(4) additional electric submeters with remote monitoring for LEED	4	6.0	\$3,500	\$14,000					
	CRIALS AND RESOURCES crage and collection of recyclables Study top 4 waste streams and provide dedicated accessible areas for recycling	1	ea	50	50	Prerequiste	\$0		CM	No Cost. Already included in project design.
10	n/rormertal Product Declarations Ut-cycle assessment and environmental product declarations			50		2	\$0	50	110	Costs included in ADAAC
	Use products that have a compliant embodied carbon optimization report	ì	ls.	\$0	50 50					
50	xxcing of Raw Materials 2014 of products by ocet must meet responsible sourcing and exhaution criticia			22222		2	\$36,000	\$18,000	NO	1
e č	Premium for FSC Wood Allowance for premium for LEED Compliant products	1	al woffs	\$16,000 \$20,000	\$16,000					1
U.	alerial Impredients Waterial impredient reporting - using products demonstrating chienceal inventory to 0.1% Waterial impredient optimization - using products with a compliant material impredient optimization report or	1	63	\$0	50	2	\$0	50	64	Costs included in GCAAC
	Material ingredient optimization - using products with a compliant material ingredient optimization report or action plan	1	ė)	to	50					
Co	onstruction and Demotron Waste Management Create & follow plan to divert 50% of construction waste from land the					2	\$6,600	\$3,300	CM	
)	Framium coul for using recycling dumpiters with manifests OR ENVIRONMENTAL QUALITY	33	63	\$200	\$6,600					4 2 days 16 1990
n	on Entymonization, Quality innum Indoor Act Cashly Performance Neet the requirements for both ventilation and monitoring (increased BAS Capatifities & OA monitoring)	1	63	\$59,600	\$59,600	Prerequiste	\$59,600		110	
Er	n/rormental Tobacco Smoke Control Pichibit smoking (and vaping) insida buiking and within 25 of any openings		63	\$0	50	Prerequiste	\$0		МО	No Cost Best Practices
	hanced Indoor Air Quality Strategies	1	6.3	30	30	2	\$37,500	\$18,750	C44	
	Enhanced IAQ strategies for entryways, interior cross contamination, fibering outdoor & recirculated air, innecessed ventilation, and CO2 monitoring (6 strategies). Entryway Systems - Provide robus must actifice entrances from the warehouse and from outside.			****		200				
2	Interior Cross Contamination	1	afford al	\$8,000 \$0	\$8,000 \$0					Covered with positive pressures and exhaus
3	Fibration of outdoor air & recirculated Air - Air handlers to have Mery 13 or higher fibration of OA & RCA Increased Vertilation - increase outdoor air vertilation rates to 95% of space by 15% (/8cg/apt/e)	1	ls Is	\$22,000	\$22,000 \$0					Hegligitle
i i i lo	CO2 Nonstoring - provide CO2 monitors w Emiting Materials	1	ls	\$7,500	\$7,500	3	50	50	641	No Cost. Already included in project design.
3	Normany orders of the Complete products for 4 dateganes of materials. Use LOW VOC products for part, fivering, wall panels, cellings.	1	es	\$0	so				,,,,,	- Secretary and an invited goods
Co	retrustion Induct At Quality Management Flan 14Q plan, protect tioned materials from mointare, temporary filters on HVAC systems, and prohibs smoking					1	\$14,200	\$14,200	190	
	(ectuding vaping) within 25 of the building Develop on IAQ plan	1	es	\$0	\$0					IAQ Testing Costs included in ADAAC
E E	Frotest absorption materials stored on size from mobilize domage if operating hTMC equipment, provide temporary I/ERVB filters on all return gritles Provide tendung (and vapors) anade building and within 25 of any openings (Egnape)	1	ea ea	\$0 \$13,700 \$500	\$13,700 \$500					No Cost, Best Practices Cost for "No Smoking" signs
	tory Air Outlity Assessment	,				ì	50	\$0	C41	IAQ Testing Costs included in ADAAG
	UG testing for percedute matter/inarganic gases and VCCs	1	61	\$0	\$0		50	50		
Th	simal Confect Office in east to meet requirements of ASHRAE BM 55-7017 Provide triculating form, but or tending & cooling, the shared fam,					1	\$0	\$0	CH	No Cost. Already included in project design.
	Office area design already conforms to ASP-RAE 55-2017 HMLS forss were being provided already in warehouse	1	ls ls	\$0 \$0	50 50					
le t	ener Lighting Adjustable lighting controls for 50% of Individual occupied spaces					2	\$19,125	\$9,563	YES	
	Advance syring control for for or individual cocuped spaces Added dimming capability to all non-wavehouse spaces Changed by It and this focus services to dimmin which focus services of non-wavehouse spaces	231 45	e3 ea	\$75 \$40	\$17,325 \$1,600					
	VATION IN SUDMINISTRATION AND THE STORY OF T	LINETE		5.74.00	ALLY RO	ACHIEF CO	\$7.000	\$7,000	Cit	OSU Guided Tours & Educational Outreach
1	roution Green Building Educational Educational signage program, guided tours by tenant, and adouational outreach programs by tenant Alturation for LEED Educational Bignage		h	\$7,000	\$7,000	1	\$7,000	47,000	140	a. Guarda Fours & Educational Outreach
	ed Accredited Professional					1	50	\$0	МО	Costs included in ADAAC
	One principal participant of the project learn must be a Lend Accredited Professional ONAL PRIORITY (Additional Credit for Achieving Points in the Following Gategories)		63	10	\$0	Linear de				firm to the state of the state of
REGIO				50	50	T 10/10/10 10	50	50	041	No Cost Borus Port

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Falcon Consulting & Management Owens & Minor, Morgantown, WV Exhibit 8: Lead Times 06.15.2022

Product	Lead Time	Comments
Storm Piping, Catch Basins, Storm Structures	4 to 6 weeks	
Picnic Tables	5 to 7 weeks	
Patio Shelters	14 to16 weeks	
Concrete	Readily Available	
Concrete floor hardener/sealer	1 to 2 weeks	
Rebar and Welded Wire Fabric	3 to 4 weeks	
Precast	36 to 40 weeks	
CMU Block	1 to 2 weeks	
Structural Steel	52 to 56 weeks	
Miscellaneous Steel (Stair Units, Railings, Ladder, etc)	18 to 20 weeks	
Downspout Guards & Zee Guards	6 to 8 weeks	
2x4 Non-Com Lumber	Readily Available	
Casework	6 weeks	
Roofing (TPO, Insulation, Sheetmetal, Accessories)	60 to 70 weeks	
Roof hatch	4 to 6 weeks	
Canopies	20 to 24 weeks	
Caulking	2 to 3 weeks	
Hollow Metal Doors	12 to 14 weeks	
Solid Core Wood Doors (prefinished)	18 weeks	
Door Frames	6 to 8 weeks	
Door Hardware	8 to 10 weeks	
Aluminum Storefront	12 to 14 weeks	
Interior Glazing	1 to 2 weeks	
Drywall, Light Gage Framing, Batt Insulation	1 to 2 weeks	
Structural Gage Metal Framing	4 to 6 weeks	
Ceiling Tile	3 to 4 weeks	
Ceramic Flooring (depends on selection)	4 to 18 weeks	
Carpet	4 to 6 weeks	Recommend Shaw. Stay away from Bentley
Moisture Mitigation	2 to 4 weeks	
Paint	1 to 2 weeks	
Exterior Precast Paint	3 to 4 weeks	
Fire Extinguishers & Cabinets	3 to 4 weeks	Basic extinguishers & cabinets. Increased lead times for special orders
Code Exit Signage	3 to 4 weeks	
Toilet Accessories	3 to 4 weeks	
Toilet Partitions	12 to 14 weeks	
Lockers	18 to 20 weeks	
Appliances	6 to 8 weeks	
Window Treatments	6 to 8 weeks	
Overhead Doors	16 to 18 weeks	
Dock Levelers	32 to 36 weeks	
Dock Seals	50 to 55 weeks	
HVAC:		
RTU's	22 to 24 weeks	
Bullpen Split Systems	6 to 8 weeks	
IT Room Split System	6 to 8 weeks	
HVLS fans	6 to 8 weeks	
Exhaust Fans	6 to 8 weeks	
VAV's	6 to 8 weeks	
Electric Heaters	6 to 8 weeks	
Grilles, Registers & Diffusers	6 to 8 weeks	
Ductwork	4 to 6 weeks	
HVAC Controls and BAS	10 to 12 weeks	
Plumbing		
Plumbing Fixtures	1 to 2 weeks	
Plumbing Piping, Fittings, Insulation	Readily Available	
Emergency Shower Unit	24 to 26 weeks	
Grey/Rain water recycling system skid	24 to 26 weeks	
Fire Protection	40 to 00	
Electric Fire Pump	16 to 20 weeks	
Pipe & Fittings	3 to 4 weeks	
Fire Protection Heads	3 to 4 weeks	
Electrical	40 to 50	
Switchgear	40 to 50 weeks	
Panelboards	20 to 30 weeks	
Power Devices	1 to 2 weeks	
Lighting Controls	3 to 4 weeks	
Light Fixtures	10 to 12 weeks	
Fire Alarm Control Panels	20 to 26 weeks	
Fire Alarm Devices	20 to 26 weeks	
Security Head End Equipment	10 to 12 weeks	
Security Devices	3 to 4 weeks	

	Owens &Minor	Distributi WestRid Pricing & Est	wens & Mir on Center (: ge, Morgan Imate Assu 06,15,2022 EXHIBIT	946,375 sf) town, WV nptions Matrix 9	tinchulai ya tashu		WESTRIDGE
		Included (Land Price)	Included (Building (Shell)	Included Building Tenant Fr Fit-Out)	Pending (Assumed be furnish	al Not included to (Assumed to ed not be reg'd) for Project)	
De	fing Design & Construction Administration aterial testing and inspections usign services & construction administration for Landburg work		x x	x			
En	pecialty consulting required for tenant improvements nergy modeling		x	X	X		As required to attain LEED Certification
En FA	ardamental commissioning hanced commissioning A Global requirements ED Certification - LEED Certified only sold installation	x	X X X	X X X		×	As required to attain LEED Certification As required to attain LEED Certification
Bu Joi	sitting PDES permit Skiling permit(s) int Commits son coordination, inspections, & approvals	x	x	x		×	
UB	VDOH encroachment permits itly tap fees	×	x				
La	e nnank legal fees ndkrd legal fees okcega e commission(s) www.ark.Coontuvuction Management fee	X X	×	×	x		\$0.50 per SF
nsur:	ance						v.oper or
Bui	ofessional Bability insurance Biblier's nisk insurance Ineral Bability & workmen's compensation insurance	×	X X	X X			
Pa	yment and performance bonds					X	
Gre	ral & Administrative ound breaking ceremony neral conditions & general requirements	×	x	X	x	-	Third week of June.
Ge	nter and weather protection neral debris clean-up during construction sal clean of six		X X X	×			
Fin	sal cleaning of building rial pholography		x x	X			One occurrence, before Tenant move in
Rel	archousing of Tenart supplied FF&E location expenses of Tenart boon cutting ceremony				X X	- v	
Ste	e webcams					××	
Roy	ugh Grading		~~~				
-	Earthwork Geotechnical site premiums 10° & 25° building undercut	x				-	
-	Sewickley mine grouting Pittsburgh mine grouting	×				- x	
	Isite Improvements	×					
1	Roadways Uddies	x					
1	phul Paving Light duty purvement - 4.5' Heavy duty pavement - 5.5' Aggregate base course - 6' Takking responsion		X X X				
Ste	Pavement markings & signage # Concrete defensit, width varies, 4" thick Concrete curb		X X				
1	HD concrete pavement - 60' at dock doors		x x				
1 4	Foundations & retaining vals at grade ramps Concrete transformer pad Concrete transformer pad Control		X				
Ste	Steel bolands a <u>Waler Service</u> 16° Fire service loop		X				
	3' domestic service Fire hydranis		×				
	s Sanitary a Storm		X				
5	Stormwater infrastructure Stormwater basins	×	x				
C	Foundation drain Downspout collectors		X				
(s Gas Gas service Coordination with Tenant generator		X				
Ste	e Electrical & Tele:Com		^				
1	Communications condust bank - 4-4" Underground electric condust - 2-5" Ske lighting		X X				
	wiscaping		x				
T	s <u>Specialies</u> Traffic control					×	
L	Dumpsler enclosure Buraste picnio tables (3 each) Superior Recreational Products patio sheker (20' x 20')		X			X	\$15,000 Allowance to furnish & Install
I.	Monument sign atowance Trash containers Describes its forbitors		Х		×	×	\$75,000 Allowance to furnish & Install
P	Perimeter fencing & gates Suardhouse					X X	
S	Site fumishings Ta Bings at elevated sidewalk		×		×		
Bul	ding shell concrete						
F	Foundations with rebar: Strip foundations:		X X				
	2.3. 6.5 (3.3.2: 3-0" x 2-0" w/ 3-9 s cont 158 and 83 strings @ 12" CC (1,160 LF) 6.7. 6.4 (5.3.2: 3-0" x 2-0" w/ 4-9 s cont 17.3 95 cort 8.6 4.9 strings @ 12" CC (1,355 LF) 9 (5.3.2: x-0" x 2-0" w/ 3-9 s cont 158 and 83 strings @ 12" CC (3.08 LF) Spread foundations: F1: 6-0" x 6" x 1-0" w/ 9 85 EWB and 9 84 EWT (45 ea)		X X X X				
	F1: 8-6' x 8-6' x 1'-9' w/ 9 B5 EWB and 9 B4 EWT (45 ea) F2: 9-6' x 9-6' x 1'-9' w/ 10 B5 EWB and 10 B4 EWT (35 ea) F3: 7-0' x 7-0' x 2'-0' w/ 8 B5 EWB B(12 ea)		X X			-	

Owens & Minor	Distribution WestRidger Pricing & Esti	wens & Minor on Center (346,375 sf) ge, Morgantown, WV mate Assumptions Matr 06,15,2022 EXHIBIT 9				WESTRIDGE
	included (Land Price)	Included Included (Building (Building Tenant Shell) Fit-Out)	Hot Included Pending Further 11 & Racking	(Assumed to be furnished by Tenant)	(Assumed to not be req'd	<u>Gomments</u>
Spread foundation trenching		×	Design'			
Trenching at dock pits Backfilling of strip foundations		X X				
Load, hauf, & dump spoils to pile on site Install foundation drain around East & West sides of building		X X				Daylight drains thru dock side wall of truck ramps
Below slab utility trenches for specialty tenant needs Anchor bolts & baseplate sets (90 each)		x	x			
Slabs On grade & pit slabs 6" (4000 PSI) concrete with mat #3 at 16" OCEW, 6" stone subbase		x x				
Additional reinforcing steel to support specially SOG loading requirements 10 MI vapor barrier at enclosed, conditioned spaces		x	x			
Slab to be laser screed placed & finished w/ hard machine trowel finish Slab tolerances: Overall values of flatness (F)35 and levelness (L)25		X				
Local value of flatness (F) 24 and levelness (L) 17 Floor slab control joint spacing shall not exceed 15' x 15'		X				
Control joints to be sawn with soft cut blade method Warehouse slab to be sealed with a one coat application of cure / hardener		X				Equal to Day-Chem Sure Hard or Ashford Formula
Formed haunch turndowns at dock pits Installation of dock pit perimeter angles		X				(40) Dock pits Dock pit angles furnished in Misc Steel below
Drive In ramp walls: 8" concrete wall w/ #4 at 12" OCEW, 4 each 60' long from 1'.6" to 5'.6" tall Slab on deck		x			×	
Layout Control provided by others. TI Concrete		x		1		
Install interior bollards (8 each) 4° Concrete locker base		X				
pad Bearing Insulated Precast Concrete Wall Panels Building shell precast will panels		x				Assumed 8'-0" panel widths
8* Versacore + green insulated vrall panels (R13.6) Exterior finish: steel formed with 2* x 1/2* deep reveals,		X X				Assumed 6-0 panel would Aesthetics to generally match O&M's Knoxville location
Interior finish: broom finish Panel color: As-cast concrete, (To be painted in field)		X	-			Interior & exterior painting Included below
Embeds by Fabcon Fixed angles for foundation connections by Fabcon		X				
Erection of panels including crane, bracing & deadmen augers Provisions for future knock-out panels		X				As coordinated during the shop drawing process,
Provisions for mezzanines					×	
asenty Budding shell masonry B' CMU walls, 10-0" Tall, for Fire Pump & Electric Room Masonry rebar (#5 Vert at 32" CC)		x x		*		Includes grouting, mortar, lintel Install, and scaffolding
etals Structural Steel and Deck						Comples with FM Global requirements
Building shell steel Columns		×				
Beams		X X				1
Bracing, tubes, angles, struts 20'-0' edge angle pieces Joist griders		X				
Bar joists Grey primer on all structural steet		X				
Roof deck (gray factory primed) Additional roof framing and support for roof mounted solar panels		x			x	
Joist & joist girder bearing angles & clips Beam bearing angles & clips		X				
Deck bearing angle Anchor bolts		X X				
Leveling plates RTU framing		X				
Celing fan support framing Erection		X X			x	
Mezzanino structura & erection Miscellaneous Steet						
Bulding shell miso steel Galvanized exterior open grate dock stair & landing units w/ guardrails		×				(15) Units
(2) line galvanized steel guardrals at drivo in ramp yeal's Masonsy man door opening liztels		X X				(248) LF (1) each
Timise steel		x				(8) each
6" diameter schedule 40 pipe bellards 7-0" long (interior only) Roof access ship ladder with cage (OSHA compliant) Interior guardrails		×		x		(1) each
Equipment protection Guardrail on lid of buffpen for roof ladder access		x		×		(45) LF
Dock pit angles: L3r3x3/16 with 1/2* Diameter x 6* nelson studs at 12* OC. 35.34 LF/P4 x 40 pits		×				(40) pits
Interior chain link fence partitions and gates					X	
Purchased Nino Steel Rems; Ti miso steel						(51) each
Designated quarter Omega 9 (C) 1201-1-1-1 designated		Λ				(40) each
Downsport guards: Omega 8-10° / 35° pipe & downsport guard Dock door track Z guards: Omega 48° Z guards		X				
Downspout guards: Omega 8-10" / 36" pipe & downspout guard Dock door track Z guards: Omega 48" Z guards pool.		X	maranti s , manus			
Downsport quards: Omega 8-10° / 35° pipe & downsport guard Dock door track 2 quards: Omega 48° 2 quards Sod. Rough Carsoniny Building tabelling to carpentry		X				
Deximpout quaries - Omega 8-10° / 35° pipe & downspout guard Dock door track Z quards: Cmega 48° Z quards ood. Rough Careering Boulding shell rough carpeniny Esterior blocking (10m Com) Coopin blocking (20m Com)		X X X				
Downsport quarie: Omega 8-10' / 35' pipe & downsport guard Dock door track Z quards: Omega 48' Z quards Sod. Book! Careful Boulding shell rough carpentry Exterior blocking (10 no Com) Coping blocking (2) 2.8 Eave blocking (10 2.8 Permitter texterior blocking 28		X X X X				
Deximpout quaries Omega 8-10" / 35" pipe & downspout guard Dexis door track Z guards: Omega 48" Z guards ood. Rosell Careette Building their rough carpentry Exterior blocking (1 lot 0.00) Coping blocking (2 lot 0.00) Coping blocking (2) 20.00 Exes blocking (1 lot 0.00)		X				
Deximpout quaries Omega 8-10" / 35" pipe & downspout guard Dexit door track Z guards. Omega 48" Z guards ood. Rosell Carectin Butlering shell rough carperitry Exterior blocking (10 not Com) Coping blocking (2) 248 Eave blocking (10 x8 de Exterior blocking (10 x8 de)		x x x				
Downsport quaries - Omega 8-10° / 35° pipe 8 downsport guard Dock door track Z quards: Cmega 46° Z quards ood. Roudh Carell Building shell rough carperiny Esterior blocking (10 no Com) Coping blocking (2) 226 Eave blocking 16 har (2) 226 Eave blocking 18 har (2) 226 Eave blocking 18 har (2) 226 Lift rental Esterior rough hardware Intrinsic rough hardware Intrinsic rough hardware Intrinsic rough hardware Fished rough hardware FSC Cartified number (LEED)		X X X				
Deximpout quaries Omega 8-10" / 35" pipe & downspout guard Dexit door track Z guards. Omega 48" Z guards ood. Robel Careful Budfrig shell rough carperitry Exterior blocking (10 a Con) Coping blocking (2) 20 B Eave blocking (10 a Con) Coping blocking (2) 2.8 B Permitter steehnort blocking 26 Lift rental Exterior rough landware Exterior rough landware Robel blocking (24 B Con) Rober or rough hardware FSC Cestified & Imber (LEED) Illrough carperitry Interior blocking (24 Hon-Com) Casework		x x x x x				
Downsport quaries Omega 8-10" / 35" pipe & downsport grand Dock door track Z guards: Omega 48" Z guards Sed Geod Carentin Building the II rough carpentry Exterior blocking (10 no Con) Coping blocking (2) 2.6 B Eave blocking (10 x 16 km) (2) 2.6 B Permitter tratefront blocking 2.6 Lift tental Exterior rough hardware Vertice blocking (21 4 libon-Con) Phywood for exterior panels Jesting (20 titon-Con) Phywood for exterior panels Jesting (20 titon-Con) Phywood for exterior panels Jesting (20 titon-Con) Through carrier (JEED) Triong for acting over (LEED) Triong for the panels Jesting (24 libon-Con) Casewook FEC Total secossories		X X X X X				
Deximpout quarids: Omega 8-10" / 35" pipe & downspout guard Dexit door track Z guards: Omega 48" Z guards Bodd. Bodd. Bodd. Bodd. Bodd. Bodd. Bodd. Coping blocking (10 nC cm) Coping blocking (20 nC cm) Coping blocking (20 nC cm) Coping blocking (20 nC cm) East blocking (10 nC cm) East blocking (10 nC cm) East blocking (10 nC cm) Primed tratefront blocking 20 nC cm Exterior rough hardware Retards blocking (24 libon-Com) Primed of uniber (LEED) Trough carpering Bed considering (24 libon-Com) Carew Carew Total partitions Total partitions Total partitions Total partitions		x x x x x x x				
Deximpout quarids: Omega 8-10° / 35° pipe & downspout guard Dexit door track Z guards: Omega 48° Z guards Bodd. Bodd. Bodd. Bodd. Bodd. Bodd. Bodd. Coping blocking (10 no. Com) Coping blocking (20 no. Com) Coping blocking (20 no. Com) Coping blocking (20 no. Com) Extract residents blocking 268 Eave blocking (18 146) (20 26 Permeter steefnots blocking 268 Lit rental Extract resign hardware Vertact blocking (24 lon-Com) Plywood for electrical panels Medical cuber (LEED) Trough carpering Bed proceding (24 lon-Com) Carpering Total scousofes Total partitions Total partitions Total partitions Total partitions Total bodd (20 140 no. Com) Permeter of interior storeford & botrowed lites Woodow head blocking (60 for lond so both of londs)		X X X X X				
Deximpout quaries Omega 8-10" / 35" pipe 8 downspout guard Dexit door track Z guards: Omega 48" Z guards Sod. So		X X X X X X X X X X X X X X X X X X X				
Deximpout quaries Omega 8-10" / 35" pipe & downsport grand Dexid door track Z guards: Omega 48" Z guards Sed. Roual Careful Budfing shell rough carpentry Exterior blocking (10 no Com) Coping blocking (2) 2.8 Eave blocking (10 no Com) Coping blocking (2) 2.8 Eave blocking (18 hell rough) Exterior rough inviewre Listerior blocking (24 Hon-Com) Plywood for electrical panels blocking rough inviewre FSC Cartified unber (LEED) Trout carpentry Listerior Listerion (24 Hon-Com) Casewook Total Excessories Total Excessories Total Excessories Total Excessories Total Excessories Total Partitions TV blocking (6x Ternast provided TV) Partimeter of interior shore for it. botrowed Hes Wodow head blocking for blood Plywood for electrical panels Indexis rough hardware FSC Cartified Inmeter (LEED)		X X X X X X X X X X X X X X X X X X X				
Deximpout quarids: Omega 8-10° / 35° pipe & downspout guard Dexit door track Z guards: Omega 48° Z guards Sed. Roual Careful Budfing shell rough carpentry Exterior blocking (10 no Com) Coping blocking (20 26 Eave blocking (10 no Com) Coping blocking (20 26 Eave blocking (10 no Com) Exterior rough individual Exterior rough individual Exterior rough individual Plance of relative panels blocking (24 il lon Com) Plywood for electrical panels blocking rough individual Exterior rough individual Plocking (24 il lon Com) Exterior blocking (24 il lon Com) Casework Total consisting (24 ilon Com) Casework Total partition Tyl blocking (24 ilon Com) Plywood for electrical panels indicas rough hardware FSC Cartified hardware FSC Cartified hardware FSC Cartified hardware FSC Cartified lumber (LEED)		X X X X X X X X X X X X X X X X X X X				
Deximpout quarids: Omega 4-10" / 35" pipe 4 downsport grand Dexid door track Z guards: Omega 48" Z guards Sod Roual Careful Budfing shell rough carpentry Exterior blocking (10 not Com) Coping blocking (20 not Com) Exterior rough individual Exterior rough individual Exterior rough individual Plance of rectorial panels blocking rough individual Plance of rectorial panels blocking rough individual FSC Cartified outbear (LEED) Trough carpentry Blocking blocking (24 flor-Com) Ground Composition Composition Composition Tyl blocking (64 flor-Com) Ground Composition Tyl blocking (64 flor-Com) Composition Flywood for clotking panels herior rough hardware FSC Cartified hardware FSC Learning Larrand for wall		X X X X X X X X X X X X X X X X X X X				(1345) LF
Deximpout quarids: Omega 4-10" / 35" pipe & downsport guard Dexid door track Z guards: Omega 48" Z guards Bodd. Bodd. Bodd. Bodd of the Company of the Company Exterior blocking (10 not Com) Coping blocking (20 not Com) Perimeter steerhort blocking 20 d Litterior rough indexere Interior rough i		X X X X X X X X X X X X X X X X X X X				(13.83) LF (11) LF (10) LF
Deximpout quarids Omega 8-10" / 35" pipe & downsport guard Dexit door track Z guards. Omega 48" Z guards sed Rosell Careful Butlefrig theil rough carperitry Exterior blocking (10 not Com) Coping blocking (20 not Com) Coping blocking (20 x 26 Eave blocking (10 x 26 Eave blo		X X X X X X X X X X X X X X X X X X X				(11) LF
Deximpout quaries Omega 8-10" / 35" pipe & downspout guard Dexit door track 2 guards. Omega 48" Z guards sed. Rosell Careful X Bushing shell rough carperitry Exterior blocking (10 no Com) Coping blocking (20 no Com) Coping blocking (20 x 26 Eave blocking (10 x 26 Eave blocking (10 x 26 Eave blocking (10 x 26 Exterior stophin backers Fisco Certified dumber (LEED) Titrough carperitry Interior blocking (2x 1 llon-Com) Casevorit Total careful stophin backers Total sparitions Total sparitions Total sparitions Total sparitions Total sparitions Exterior stophin backers Exterior stophin backers Workov head blocking for blacks Belocker rough hardware FSC Certified lumber (LEED) Castenoris Tit casterwork Reception Plastic laminate outertrep 30" deep		X X X X X X X X X X X X X X X X X X X				(11) LF (1) each

_		wens Minor	Distributi WestRid Pricing & Est	wens & Minor on Center (346,375 sf) ge, Morgantown, WV imate Assumptions Mairix 06,15,2022 EXHIBIT 9	ed .		WESTRIDGE
			Inchided (Land Price)	Included Included Pending (Building (Building Tenant Further TI Shell) Fit-Out) Racking Design*	8 (Assumed to be furnished	(Assumed to not be regid for Project)	<u>Comments</u>
	Plastic lamina	ile wall cabinet le base cabinet countertop 24°		X X X			(2) each (2) each (5) LF
1	Break room	te wall cabinet		×			(6) each
1	Plastic lamina	te was cabriet te (6) microwaye cubby unit		x x	_		(10) each (1) each
1		countertop 24*		x			(16.5) LF
1	Plastic lamina			X X			(62) LF (58) LF
	West bullpen ser Plastic lamina	rvice counter		x			(62) LF
1		te courtertop 30° deep		×			(58) LF
1	Solid surface FSC Cetified fur			X			(74) LF
1	Thermal & Moisture Pro	tection					
1	Foundation Damp-pro					×	
1	Roofing & Sheetmetal Building shell roofin	g & sheetmetal					
1	Roofing 60 Mil white T	PO roofing with 20 year warranty - Rhinobond n LTTR , 2 layers with staggered joints (Or as required by LEEO Design)		X X			\$0.96/SF or total Allowance of \$665,040 to furnish insulat
1	Insulation p	ricing based on today's pricing. Price subject to change at time of shipping is sloped. Tapered insulation at North-East corner only		x x			3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1	Flash membra Assembly mus	ine up gable end parapets and North-East parapet st comply with FM Global		X			Tenant to provide exact FM design / assembly
1	Allowance for Sheetmetal	additional 1" of insulation as may be required for LEED		X			\$166,260 Allowance to furnish
	22 Gage 8° x 8	vide x 12° deep gutiers with gutier supports 8° downspouts (65 each at 36')		X X			
1	All other requir	de coping at gable end and North East parapel walls red flashings		X X	1		
1	Heat tracing o	spouts & copings to have 2 coat standard Kynar finish. I gutters old		X		X	
#	Provide flashing-	in for the following roof mounted items		×			
1	(17) RTU curl (4) Exhaust fa	35		X X			
Ī	(4) 12" x 48" c (1) 4"-0" x 9'-0	ondensing unit rails		X X			
ı	(19) 12' x 12' Other Tenant	gas line pitch pockets roof mounted items or equipment		x		x	
+	Provide roof walk (2200 lf) 3'-0"	way pads rubber roof walkway pads		X			
1	Roof Hatch						
1	Roof hatch with s	afety rail system		×			(1) each
1	8/ko RL2-L 2	" x 8-0" single leaf galv steel roof hatch -6" x 8-0" Bi-Guard hatch rail system					(1) each
ı	Premanufactured Canal						
I	Allowance for 4'	deep x 39'-0" long canopy at main office entrance (39 LF x \$500.LF) deep x 12'-0" long canopy at employee entrance (12 LF x \$400.LF)		X X			\$19,500 Allowance to furnish & install \$4,800 Allowance to furnish & install
1	Allowance for 2'	deep x 26"-4" long canopy at East drive in door (26,33 LF x \$200.LF) deep x 16"-4 long canopy at West drive in door (16,33 LF x \$200.LF)		X X			\$5,266 Allowance to furnish & Install \$3,266 Allowance to furnish & Install
1	Allowance for 2 of	deep x 616' long canoples at East dock side (618 LF x \$200 LF) deep x 703' long canoples at West dock side (703 LF x \$200 LF)		X X			\$123,600 Allowance to furnish & Install \$140,600 Allowance to furnish & Install
1	Other canoples Expansion Control					X	
1	Building shell expan	sion control allovranca pansion control covers / expansion joints		×	-		\$20,957 Allowance to furnish & Install
	Caulking	, , , , , , , , , , , , , , , , , , , ,					
1	Building shell caulting a Interior caulting a	s sealants					
1	Floor slab to p Interior door from	ames to precast		X			
1	Exterior caulking			X			
+	Exterior preca	rames to precast st wall panel joints - included in precast ete paving & sidewalls joint caulking - included in ste	X X	X X			
1	Sidewalk to ex	rea paying a saewax jork causing - included in size terior building - included in size efront cauthing - included in glass & glazing	x	x			
	Ti caulking Interior caulking 8	s sealants					
-	Floor slab colu	causking Euclid Quick Joint Polyurea Joint Filter mn diamond joints Euclid Quick Joint Polyurea Joint Filter		X X			
1		recess vzall caulking Euclid Quick Joint Polyurea Joint Filler		X			
1	Siding Building shell siding	rrugated Metal Siding					
+	Wood Look Alum Furring strips und	inum Siding		X X			
6	Openings						
-	Doors, Frames, & Hard Building shell doors, Doors	frames & hardware					
F	(3) Hollow met (21) Hollow me	al 3070 doors - flush etal 3070 doors - flush with narrowiko		X X			
1	Hollow metal fran (23) 3070 Exte (1) 3070 Interk	rior HM frame		X			
+	Hordware sets (21) Egress / p			X			
1	(3) Locksets w (24) Grout frames	ith closers.		X X			
f	Install doors, fram Ti doors, frames & h	nes & hardware		X			
-	Doors (15) Hollow me (12) Hollow me	etal 3070 doors - flush etal 3070 doors - flush with narrow ite		X X			
-	(9) Hollow met (12) Solid core	al 3070 doors - flush with halfite wood 3070 door - flush		X X			
-	(3) Solid core v	wood 3070 door - flush with narrow lite		X			
L	(5) 6070 Interk (32) 3070 Inter	or HM frame for HM frame or HM frame with 1670 sidelite		Ž			
_		THE THE TRUE THE PARTY OF THE P		•	1		

Owens &Minor	Distributi WestRid Pricing & Est	wens & Minor on Center (346,375 sf) ge, Morgantown, WV Imate Assumptions Matrix 06.15.2022 EXHIBIT 9			WESTRIDGE
	Included (Land Price)	hehrded Included Pending (Building (Building Tenant Further TI & Shell) Fit-Out) Racking Design*	Hat Included (Assumed to be furnished by Tenant)	Hot included (Assumed to not be reg'd for Project)	<u>Comments</u> .
(8) Locksels with closers (29) Office locksels		X			
(2) Passage sets with closers		X X			
Install doors, frames & hardware Door Security		· ·	×		
Furnish and install cabling from security panels to door security equipment Furnish, make final connections, and install card readers, door position switches, request sounders, and associated security devices at doors	ts to exit,		Û		
Start up and testing of door security Reference door security allovances included in electrical		X	x		
Abminum Glass & Glazing systems Building shell aluminum, glass & glazing					
Storefront framed fixed windows Kavneer Trifab VG4511 2"x 4.5" thermally broken framing, or equal		×			
Clear anodized aluminum finish 1" insulated low E glass		X			
Perimeter caulking		x			
Window units: \$F01a: (1/do* x (0/-0*) with 6070 door opening (1 each) \$F01b: 6'-6' x (0'-0*) (each) \$F02: 6'-0' x 6'-0' (8 each) \$F03: 5'-0' x 5'-0' (4 each)		x x x			
Clearstory windows: 5'-0" x 4'-0" (60 each)		x			
Aluminum entrance doors Medium stile aluminum doors with clear anodized finish		X			
Exterior main vestibule pair: 6070 w/ insulated glass & hardware (1 pair) Exterior entry door: 3070 w/ insulated glass & hardware (4 each)		X X			
Miscellaneous glazing: Narrow bles for exterior doors: 6" x 36" x 1" insulated glass (21) each		X			
Skyfghts	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			×	
TI aluminum, glass & glazing Interior atuninum storefront framed windows					
9'-0" x 9'-0" with 6070 door opening (1 each) (innner vestibule) 4'-0" x 4'-0" with 1/4" tempered glass (7) each		x			
Aluminum entrancedDoors Medium stile aluminum doors with clear anodized finish		×			
Interior main vestibule Pair: 6070 w/ tempered glass & hardware (1) pair Miscellaneous glazing:		X			
Interior halfites: 24" x 26" x 1/4" clear tempered glass (7) each		X X			
Interior narrow lites: 6" x 36" x 1/4" clear tempered glass (9) each Interior sidelites: 18" x 78" x 1/4" clear tempered glass (9) each		x			
4'-0" x 4'-0" sliding windows at bullpens trucker rooms (2) each		×			
Finishes Materials utilized for construction shall meet FM Global requirements Floor, wall, and ceiling finishes shall match OSMs standard palette of finishes	it .	x x x			f.
Downii & Colings Building shell drywall & cellings					
Ceilings 2 hour rated drywall ceiling assembly / Ed		×			Rated lid on top electric & fire pump rooms
Ti drywal & collings Walls: (All level 4 finish)					
Demising walls to 36-5: 8* 14 ga studs at 16* OC, 1 layers 5/8* drywall one skid 12-6* partition: 3 5/8* 20 gage studs at 16* OC, 1 layer 5/8* drywall each skide, 3.5* soo	eryl hatt	X X			Demising wall to deck at column lines 14.5 and C.2 Interior office partitions
12-6* fured wall or one sided walls: 3 5/8* 20 gage studs at 16* OC, 1 layer 5/8* dryw sound batt	all one side. 3.5°	x			Perimeter of office & surgitrack rooms with precast
Level 5 Finish in Surgitrack in lieu of Level 4		, x			Permitter of thice a sugment from a mary recent
Stud engineering: Ceilings					
2 hour rated drywall celling assembly / lid Drywall celling		- x			Bullpen enclosed rooms Restrooms, changing rooms & ante
Armstrong Kitchen Zone 2x4 (672) in 15/16* grid Armstrong Certega 2x4 (704) in 15/16* grid		X X			Suture room & surgitrack - vinyl faced Offices, touch downs, locker room & hallway
Window treatment pockets Buildread / fascia over builpen counters		x		X	
Ceramic					
TI Ceramic wall tile (restroom wet walls)		Y Y			\$7 per SF Allowance to furnish
Ceramic base (restrooms)		, x			\$7 per LF Allowance to furnish
Electing		20		×	
Building shell flooring Til flooring		×		_ ^_	
Carpet (offices & touch downs) Rubber base: Johnosonite 4* Iraditional cove base		X X			\$50 per SY Allowance to furnish & install Base at all interior walls
Sheet viryl with flash cove integral base Moisture mitgation coating for sheet viryl areas		X X			At surgitrack and arte room Ober Creteseal CS2000
Entrance mat (Allowance - Required for LEED cross contamination)		×			\$8,000 Allowance for roll out mats furnished & installed
Polished Concrete Flooring				×	
Building shell polished concrete Ti polished concrete		X.		_ ^	Restrooms, suture, lockers, corridors, vestibula
Poëshed concrete natural color/ho stain Start initial grind with 40g metals poëshing up to 1500g resin		Ž			
Fill control Joints v/th 2 part Polyurea Euclid densifer and guard		x			
Painting Building shell painting					
Paint exterior precast (Conporoco Elastomeric Paint 3 colors as shown on elevations)		x			
Paint exterior hollow metal doors and frames (23) Paint interior hollow metal doors and frames (1)		X			
Provide fire safety striping on columns with extinguishers The ainting		X			
Paint interior exposed precast white Paint interior drywall partitions		X X			
Epoxy wall paint at interior of suture room Paint drywall cetings		X			
Paint hollow metal doors (38) Paint hollow metal frames 3070 (34)		X			
Paint hollow metal frames 3070 with 1670 skielde (9) Paint hollow metal frames 6070 (5)		X			
Paint 18" wide white stripe (Rat Stripe) around perimeter of warehouse floor Paint 18" wide white stripe (Rat Stripe) around perimeter of warehouse floor Paint dock pit perimeter 3x3 angles (40 pits x 36 l/bh) Paint interior steel bofards (8)	William Control	X X X			
Paint interior steel doraids (o) Paint roof access ship ladder with cago		Ŷ .			
EED Complaint Product Premium 11 Allowance for premium for LEED Complaint Products		×			\$20,000 Allowance
Specialities Fire Extraouritiers & Cabinets Butong shell					
JL Industries Cosmic 10E 10# ABC extinguishers		x			(115) each
TI JL Industries Cosmic 10E 10# ABC extinguishers		x x			(7) each
Porter Roemer Lomma 7320 recessed fire extinguisher cabinet		X			(7) each
Signage Building shell					
Acryle signs with braile 6° x 6° exit signs		X			(32) each
	and the second s	Annual Commission of the Commi			

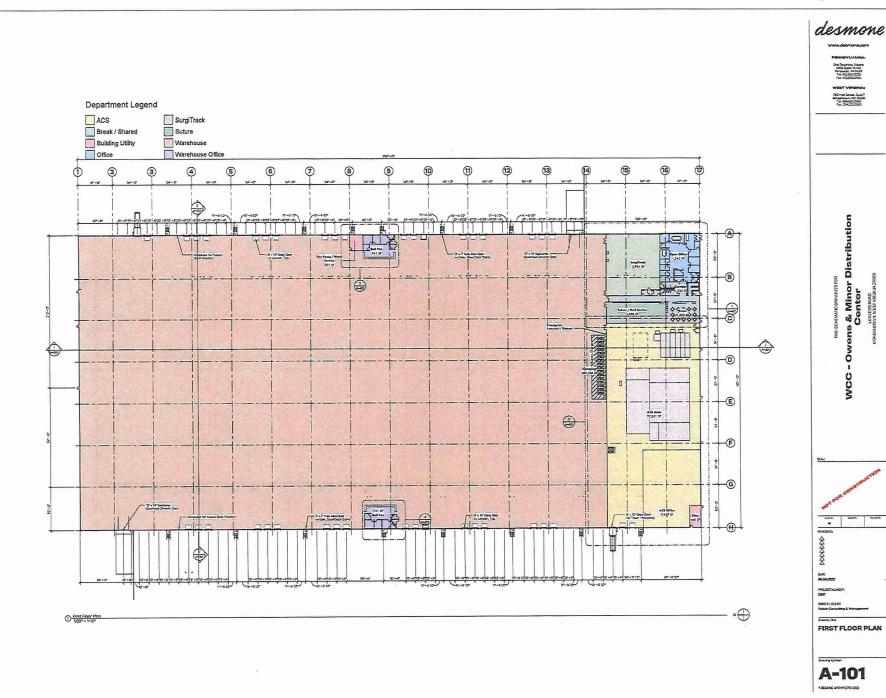
_		istribution WestRidge g & Estim 00	ons & Minor Center (346,375 sf) , Morganlown, WV ate Assumptions Matrix 6,15,2022 (HIBIT 9			WESTRIDGE
		Included I (Land (I Price)	nctuded Included Pending Building (Building Tenant Further TI & Shell) Fit-Out) Racking Design'	Not included (Assumed to be furnished by Tenant)	not be regid	<u>Comments</u>
f	TI - Acrylic signs with braille					
+	6" x 6" erit sign 6" x 9" ADA men's restroom sign		X X			(20) each (4) each
	6" x 9" ADA women's restroom sign 6" x 9" ADA unisex restroom sign		x x			(4) each (6) each
t	Dock door signs Interior overhead door signs 18" x 18"		x			
ļ	Exterior overhead door signs 18" x 18" LEED educational signage allowance		x x			(44) each (44) each
L	LEED "No Smoking" signs		x			\$7,000 Allowance As needed
ŀ	Building directory Building mounted exterior Tenant signage	-		X	×	
L	Monument sign Foundation, electrical rough-in, & base		x			
ŀ	Sign cabinet and fler-face panels	-		X		THE STATE OF THE S
L	Tolet Accessories TI		.,,			
L	16" x 30" mirror B-165-1830 Soap dispenser B-211		x x			(12) each (15) each
	16" grab bar Bradley B-6606 (18 36" grab bar Bradley B-6806 (36		X X			(10) each (10) each
	42' grab bar Bradley B-8006:42 Tolet paper dispenser B-2868		X X			(10) each
	Paper lowel dispenser / waste recept B-3944		X			(14) each (2) each
_	Seal cover dispensers B-221 Hooks B-6761		X X			(8) each (10) each
	C fold paper towel dispenser B-262 Napking disposals B-270		X			(10) each (7) each
	Мор в bip B-223-36		X			(1) each
-	Toilet Partitions TI					
	Floor mounted, overhead braced, phenotic toilet partitions Regular stalls		x			(2) each
	Handkap stalls Urinal screen		x x			(4) each
			^			(1) each
	Knox Box Buking shell	7.				
	Recessed knot box Model 3275		X			(2) each
	Pedestal Mail Box Unit. Building shell					
	Florence Vital 1570-475 pedestal cluster mailtox		X			(1) each
	Lockers & Benches					
	TI lockers & benches 12" x 12" x 72" metal wardrobe lockers with slope tops		x			(169) each
	Tenani Furnished Appliances					
	П					
	Kitchen lavalories (F&I - Included in plumbing) Garbage disposals (F&I - Included in plumbing)		X X			
	Refrigerator (clear doors - display fridges) allowance (2) each Microwavo allowance (6) each		×			\$4,000 / each Allowance to furnish \$350 / each Allowance to furnish
_	HoshizaMike maker alkovance (1) each Dishousher		X		x	\$2,600 / each Allowance to furnish
-	Install & connect appliances		X			
	Jantor Closet Specialties					
	TI FRP sheets at mop sink		×			(2) Sheets
		-	2			(z) onecis
	Window Treatments TI					
	Manual window shades bullpen windows 5-0" x 5-0" Manual window shades office windows 6-0" x 8-0"		X X			(4) each (9) each
	Electrical rough-in for window treatments Power shades				X	(4) unon
	Interior specialty black-out shades and associated lighting automation				×	
	Other Speciaties Visual display boards, markerboards, tackboards, smartboards			×		
	Flagpoles Wall & corner protection		***************************************	x x		
	Acoustical wall, floor, or ceiling treatments Operable partitions			x	x	Frankling of the state of the s
	Hand santizers / dispensers			x		
=	Jorden Dark Engineert	1				
=	Loading Dock Equipment Building shell dock equipment		.			
	Loadem Dock Educement Building their Book equipment 9-0'' 10'-0'' manual sectional overhead doors 12'-0'' 14'-0'' motor operated sectional overhead doors		x x			(42) each (2) each
	Coading Dock Equipment					(2) each
	Loading Dock Equipment		X X X			(2) each (40) each (80) each
	Loading Dock Equipment		X X X X			(2) each (60) each (40) each (40) each
	Loading Dock Equipment 9:0" v 10:0" manual sectional overhead doors 12:0" v 10:0" motor operated sectional overhead doors 11:0" v 10:0" motor operated sectional overhead doors 11:0" v 10:0" motor operated sectional overhead doors 13:000 pound capacity 7 v 8' dock levelers Dock bumpens 15' 0" v 10:0" heavy duty urethane coated rylon covering Dock total v 10:0" v 10:0" double strut arm Dock Injust ED with 60' double strut arm		X X X X			(2) each (40) each (80) each (40) each
20	Loading Dock Equipment 9-0" v 10-0" manual sectional overhead doors 12-0" v 1-0" motor operated sectional overhead doors 11-00" v 1-0" motor operated sectional overhead doors 11-00" v 1-0" motor operated sectional overhead doors 11-00" v 1-0" motor operated sectional overhead doors 10-00" v 1-0" motor operated sectional overhead doors 10-00" v 1-0" v 10"		X X X X	×		(2) each (60) each (40) each (40) each
200	Loading Dock Equipment 9-0' v 10-0' manual sectional overhead doors 12-0' v 1-0'-0' moler operated sectional overhead doors 11-dock equipment 30.000 pound capacity 7 v 8' dock levelens Dock bumpers 15' Dock seals 9'0' v 10'-0' witheavy duty urethand coated in lon covering Dock track restraints Genitys GRH700 Dock Lok by Rite Hite		X X X X	X X	x	(2) each (60) each (40) each (40) each
i e	Loading Dock Equipment		X X X X	X		(2) each (60) each (40) each (40) each
-	Loading Dock Educement		X X X X		x	(2) each (60) each (40) each (40) each
24	Loading Dack Educement		X X X X	x x x	x	(2) each (60) each (40) each (40) each
24	Loading Dack Educement		x	x x x	x	(2) each (60) each (40) each (40) each
24	Loading Dack Educement		x	x x x	x	(2) each (60) each (40) each (40) each
24	Loading Dack Educement		X	x x x	X X	(2) each (60) each (60) each (40) each (40) each (40) each (34) each (85% of the docks)
204	Loading Dack Educement		X	x x x	X X	(2) each (60) each (40) each (40) each
24	Loading Dack Educement		X	x x x	X X	(2) each (60) each (60) each (40) each (40) each (40) each (34) each (85% of the docks)
204	Loading Dack Educement		X	x x x	X X	(2) each (60) each (60) each (40) each (40) each (40) each (34) each (85% of the docks)
	Loading Dack Educement		X	x x x	X X	(2) each (60) each (60) each (40) each (40) each (40) each (34) each (85% of the docks)

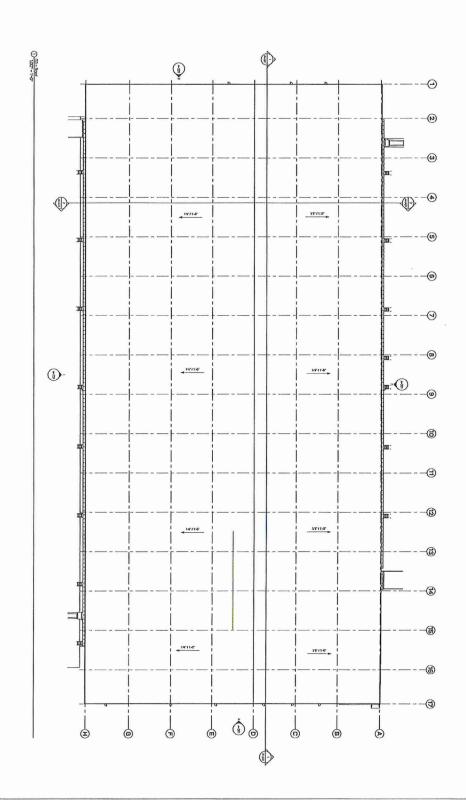
Owens &Minor	Distributi WestRid Pricing & Est	owens & Minor ion Center (346,375 sf) fge, Morgantown, WV imate Assumptions Mat 06.15,2022 EXHIBIT 9				WESTRIDGE
	Included (Land Price)	Included Included (Building (Building Tenar Shell) Fit-Out)	Hot Included Pending at Further TI & Racking Design*	(Assumed to be furnished by Tenant)	(Assumed to	<u>Comments</u>
Coordinate final gas piping size with the Tenant furnished generator Storm:		×			×	Owner furnished generator to be diesel
No storm system. All roof drainage handled by gutters/downspouts					×	
Excavation Include trenching and backfill bedding for all underground piping		×				
All spoils can be placed in a single pile on site 50' outside of the building Building shell fixtures		X				
(1) Floor drain with trap seal in fire pump room		X				
TI plumbing Fixtures with associated piping						
(10) ADA Boor mount water closet With battery flush valve and antimicrobial open front seats (4) Standard floor mount water closet with battery flush valve and artimicrobial open front seats (1) ADA height urinal with battery flush valve		X X X				
(1) Standard height urinal with battery flush valve (2) Two person Bradley Trough Style wash sink with handsfree faucets and mixing valves		X				
(8) Wall mount lavatory sinks with handsfree faucet and mixing valve (3) Stainless steel single bowl sink with wing handle faucet and mixing valve		X X				Break room and coffee station
(3) Water heaters w/ recirculating pumps		X				
(1) Mop sink with faucet (6) Rooftop frost free hose bibs		- x				
(3) Exterior wall frost free hose bibs (in lockable boxes with shut off valve inside of wall)		X X				
(2) Interior hase bibs (edjacent to emergency firture and floor scrubber) (1) Emergency showerleyewash station with lepid voters, drain a cid neutralization basin (10) Floor drains with trap seals (catch restroom) (1) Bi-Level voter coder with bottle filter (statiress steet, recessed unit with staticless steet bowl (2) Semicricol wash bountains with hands froe faucets and mining valve (1) Floor Sink for floor scrubber	is)	x x x x				Corridor & ante room
Tenant furnished appliances (1) Rough in and connection for ice machine in breakroom kitchenette		x				
Gas distribution Gas distribution to HVAC equipment		x				
Gas stubbed into ACS and capped		X				
Coordinate final gas piping size with the Tenant furnished generator Santary laterals		X				
(2) If Sanitary lines running from South end to column line 9 for Mure tie lins Sanitary stubbed on ACS and capped Water distribution Water to all finitures Waterfines stubbed into ACS space and capped Grey waterhain water reclaimed water system (LEED) Reclaimed water skid system with reclaimed water distribution system and separate greywater.		x x x				30' off North & South walls
rectamed valer and system confirmation in the case of the confirmation of the case of the	ulalisyo	x x				
Provide insulation on all cold, hot, and hot recirculating piping, in all locations		X X				
Provide shut off valves on each water line serving 2 or more fixtures Provide valvos for each toilet room, for break room, and for the emergency shower		î x				
Valves to be accessible in corridors or other approved locations Water heaters sized for 140 Degree - provide 105 to 115 degree at outlet		X X				
Provide air chambers at each fixture & equipment item or engineered shock absorbers.		X				
Pipe pressure testing and test reports Domestic flushing & chlorisation, WV approved lab test results indicating "safe drinking water Provide pipe labeling 10 & flow direction arrows on all piping. Floor drains, tench drains, Risk, and/or sumps due to unique tenant layout/usage Ol, water, and sand separators		X X X X			x x	25' OC above cetings, 50' OC in open spaces
re Protection Building Shell Fire Protection						
Pick up service Inside fire pump room. Flanged water lines provided by the plumbing contractor Install 1,500 GMP electric fire pump with jockey pump, controllers with transfer switch & accessorie	15	X				
ESFR wet system Designed for NFPA 13 (2016) standards for cartoned unexpanded plastics stored up to 30' on racks		X				
celing.		X				
Compliance with the following FM Global requirements and Loss Prevention data sheets: 2-0 installation guidelines for automatic sprinklers		x				
3-7 Fire protection pumps 3-26 Fire protection water demand for nonstorage sprint/sered properties		x				
5-40 Fire alarm systems 5-48 Automatic fre detection		X				
7-29 Ignitable liquid storage in portable containers 8-9 Storage of Class 1, 2, 3, 4, and plantic commodities (Use Table 8 page 23 to choose adequa NO FIRE HOSE STATIONS INCLUDED.	ate design) -	×			×	
Piping to be Schedule 40, 10 or 7 black steel For the fire protection price - provide coverage for the entire building but assume no racking in the warehouse, (6) Water service entrances		x x				Coverage does not account for racking
Electric fire pump to feed fire loop around the building with the in. Flanged water line provide by plum Other:	nber	X				
Modifications to shell fire protection system to accommodate racking layout			X X			
In-rack sprinker systems Fire hore stallone Water storage tanks Preaction system Chemical system Oby system			x		x x x x	
TI Fire Protection Provide sprinklers coverage for office areas, surgitrack, suture room, bullpen		x				
/AQ						
Building Shell HVAC						
(1) Electric unit heaters for electric room (1) Electric unit heaters for fire pump room		X				
(1) Wall mount exhaust fan with powered louver for electrical room (1) Wall mount exhaust fan with powered louver for fire pump room		X				
Programmable t-stats for equipment & control viring IIIHVAC Equipment:		x x				
(14) 25 Ton packaged RTUs for warehouse (1) 25 Ton VAV packaged RTU for office		×				
(1) 6 Ton packaged RTU with dehumidification for suture room (1) 20 Ton packaged RTU with dehumidification for surgitrack room with MERV 12 filter rack		X				
(8) VAV units withe Electric reheat		X				
(2) 2 Ton split system for the bullpen offices (1) Roof mount exhaust fan for battery charging		X				
(3) Roof mounted restroom exhaust fans		X X				
(1) Roof mounted enhants fain for aride room (1) 1 Ton ducless split systems for IT room (8) FNUS 167 has (wided to one certral control panel) (3) Celling mounted electric heaters with internal thermostatis ACS FNUC Dockhoute Dockhoute Dechnotic Dechnotic Dechnotic		* x x	x			
Warehouse RTUs to have 4-way blow drum diffusers Concealed supply duct to have wrap insulation		×				
Ducted return air system for office areas		×				
GROs for Office Areas (assume 2x2 lay in type) Controls:		^				
Programmable t-stats with control wiring for all warehouse units Garrier IVU BACnet DDC Control System vi/ web based graphical interface		X				
Certified TAB LEED Premiums Increased RTU efficiency		×				

- 1	Owens &Minor	Distributi WestRid Pricing & Est	wens & Minor on Center (346,375 sf) ge, Morgantown, WV Imate Assumptions Matrix 06,15,2022 EXHIBIT 9			WESTRIDGE
		Included (Land Price)	Included Included Pending (Building (Building Tenant Further TI & Shell) Fit-Out) Rocking	(Assumed to be furnished	(Assumed to not be reg'd for Project)	
П	Increased BAS capability	olia Variation	Oesign*			
#	RTU OA mentering CO2 mentering Enhanced Biration		X X			
	Temporary fitters on return air during construction General HVAG Requirements & Hotes:		, â			
\dashv	Provide factory installed disconnects on all HVAC equipment Provide roof curbs and hall guards for roof mounted equipment		X X			
\mp	Provide factory mounted powered GFCI outlets on all RTU's Provide splash blocks for condensate lines draining on roof		X X			
\mp	Gas piping to equipment is to be run inside the building above bottom chord of the bar joists. Use prefab pitch pockets for gas penetrations through the roof.		X X			
	Duct to be delivered to also with ends wrapped. Wrapping to be maintained while stored on site. Fler duct is permitted between device and rigid duct up to 6°-0° Provide one complete set of spare filters for all equipment Conduit is only required for vertical control whing installations		x x x x			
\mathbb{H}	The building will have R-22 roof insulation and R-12 wall insulation		x			
11	Warehouse cooling: 78 degrees on 98 degree day Warehouse heating: 60 degrees for 5 year historical area avg		X X			
\pm	Office cooling: 74 degrees on 99 degree day Office heating: 72 degrees for 5 year historical area avg		X X			
+	State pressurization Elevator pressurization				X	
H	Smoke evacuation Carbon monoxide monitoring or exhausting due to drive in doors				X	
	trical & Low Voltace					
1	uilding Shell Electric Servico					
1	Primary & secondary power to building including transformer, transformer pad, conduits, primary wire trenching, backfilling	X				
#	Service shall be 3000 amp, 480/277 volts, 3-phase Secondary witing from transformer to building (15 LF)	×	X			Secondary conduits installed by site contractor
	Grounding & Bending Grounding is required for shell building Uphthing protection Suitchear & Distribution Main distribution whitehound		x		x	
\pm	Sub panels Transformers		X			
1	Feeders 100A and above are compact aluminum Feeders & branch circuits less than 100A are copper		X X			
H	(4) additional sub meters with remote monitoring for LEED Conduits		X			
Н	PVC conduits for all under slab wiring. Include trenching & backfilling Rigid conduit for all wiring above slab to 12'-0' AFF		X			Route below floors whenever possible
	ELIT for all wiring 12"-0" AFF and above Lighting (87) Orion Harris LED High Bay Starline Gen I with occupancy sensors		x			
Ħ	(28) Exit/entergency combos with remote heads (26) Exit/emergency combos in warehouse for egress		X X			
H	(28) Remote head light above exterior egress doors (4) Strip fixtures for fire pump room		X			
H	(4) Strip fixtures for electrical room Exterior building lighting:		X			
	(21) Wall mounted LED area lights for dock areas and parking areas Timeckock & photocell controls. Photocells to be located at accessible location above roof Site fight poles and pole bases Dockes;	x	X X			
H	(4) Standard duplex outlets for fire pump room (4) Standard duplex outlets for electric room		X			
	Power Feeds Mechanical Equipment (1) Wall mounted exhaust fan with louver for pump room (120 volt / 1 phase) (1) Wall mounted exhaust fan with louver for electric room (120 volt / 1 phase)		x x			
П	(2) Pump & electric room unit heaters (460 volt / 3 phase - 5 KW) Other Equipment		x			
	(1) Normal & emergency power to fire pump controller (1) Power to fire pump ATS		X X X			46-20-20-20-20-20-20-20-20-20-20-20-20-20-
	(1) Paxer to fice pump (2) Paxer for drive in dock doors		X			
	Fize Alarm Compliance with the following FIA Global requirements and Loss Prevention data sheets: 5-40 Fize alarm systems 5-40 Automatic for detection Code required minimum installation Gode required minimum installation System to be monitored 247 by a UL approved central monitoring station Fixe protection system flow and temper switch monitoring		x x x	x		
H	Stalivzay communication system Elevator communication system				X	
7	Electric Swiishgear & Distribution					
-	Sub panels Transformers		X X			
	Feeders 100A and above are compact aluminum Feeders & branch circuits less than 100A are copper Run underslab conduits with pull strings for power & data into ACS Area Conduits:		x x x			
\parallel	PVC conduits for all under slab wiring Rigid conduit for all wiring above slab to 12-0" AFF EMIT for AMERICAN ACES and above.		X X X			Route below floors whenever possible
	EMT for all wiring 12"-0" AFF and above MC for all office, swhere room, surgitrack & built pen wiring Libeting:		X X			
	Ushking: Warehouse lighting (non-dimmable): (286) Origo Marie LED Mich Bay Steday Good with accurate the second					
	(786) Orion Harris LED High Bay Starline Gen1 with occupancy sensors Provide minimum 25 fc average light level at 36" AFF Description that to be provided.		X X			
	Photometric study for be provided Additional Spidning in accommodate racking layout Battery powered emergency & ogress Sgikting / signage allowance office, octure, surgitard, and budgen foliation (227) CAL ELD Spid Intriver - Sminnable fictures		x x			\$8,000 Allowance
	Office lighting to be 2800 - 3500 Kelvin Provide 4045 fc at desk surface height		X X			
	(40) Battery powered emergency & egress lighting / signage Localized Interior lighting controller override		X		х	
-	Task lighting Devices:			X		
	Warehouse devices: (35) Standard duplex outlets for warehouse temperature monitoring (locations TBD)		×			
	(19) Standard dupler outlets for warehouse security 5. IDF borse (localions TBD) (40) Standard dupler outlets for varehouse dock do ordock lights (1) Standard dupler outlets for floor scrubber (2) 30 amp battery charging discornects with whips, Rough ins and whifing for devices at hAure horokauts or openings (7) The control of the con		x x x		x	Assume adjacent to Trucker 030
	Orice, resurbown, locker, breakroom, compors, a bull pen room devices: (assumed quantities) (123) Slandard duplex receptacles (10) GFCI duplex receptacles		X X	,		
+	(10) GFC duplex receptacies (7) Floor boxes (25) Occupancy sensor / light switches - dimmable		X X X			
	(2) Receptacles mounted to lenant provided server rack		X X			
- 1	(2) Receptacles mounted for tele/data panel					

	Owens WestRi- Welling & Es	ovens & Minor ion Center (346,375 st) ige, Morgantown, WV imate Assumptions Matrix 06.15.2022 EXHIBIT 9			WESTRIDGE
	lachales (Land Price)	included heduded Pending (Building (Building Tenant Further 11 & Shell) Fit-Out) Racking Design*	Not included (Assumed to be furnished by Tenant)	(Assumed to not be reg'd for Project)	Comments
	Suture room devices				
	(11) Standard duplex receptacles (1) Ceiling mounted duplex receptacle	- x			
1	(2) Occupancy sensor / light switches - dimmable Surgtrack room devices	X			
-	(22) Standard duplex receptacles (2) Ceiling mounted duplex receptacles	X			
	(6) Occupancy sensor / light switches - dimmable	×			
	Powse Feeds Mechanical equipment: (44) 25 Ton packaged RTUs for warehouse (460 volt /3 phase - 55 IICA Each) (1) 25 Ton /VAV packaged RTU for office (460 volt /3 phase - 7 IICA) (1) 6 Ton packaged RTU for suture room (460 volt /3 phase > 29 IICA) (6) VAV units with election feeds (12 Volv /1 /1 phase) (1) Phase) (1) Phase) (2) VAV units with election feeds (12 Volv /1 /1 phase) (3) VAV units with election feeds (12 Volv /1 /1 phase) (4) VAV units with el	x x x x			
-	(1) 20 Ton packaged RTU for surgitrack room (460 volt / 3 phase - 29 MCA) (1) Roof mount exhaust fan for battery charging (460 volt / 3 phase - 5 MCA)	X X			
1	(3) Roof mounted restroom exhaust fans (120 volt / 1 phase)	X X			
	(1) Roof mounted ante exhaust fan (120 vok / 1 phase) (1) Ductless spit system for IT room (208 vok / 1 phase - 25 MGA Each)	x			
-	(2) Ductless spit system for bufpen rooms (208 volt / 1 phase - 25 MCA Each) (8) HVLS 16' fans (460 volt / 3 phase - 7 MCA Each) (wired to one central control panel)	X X			
	(3) Ceiling mounted electric unit healers (460 volt / 3 phase - 5 KVI) (34) Trock restraints (120 volt 6 2 MCA) (Ober equipment (1) Power feed to brash compactor (1) Power feed to brash compactor (2) Power feed to brash compactor (3) Power feed to brash compactor (4) Power feed to brash compactor (5) Power feed to brash compactor (6) Power feed to brash compactor (7) Power feed to brash compactor (8) Power feed to brash compactor (9) Power feed to brash compactor (10) Power feed to brash compactor (11) Power feed to brash compactor (12) Power feed to brash compactor (13) Power feed to brash compactor (14) Power feed to brash compactor (15) Power feed to brash compactor (16) Power feed to brash compactor (17) Power feed to brash compactor (18) Power feed to brash compactor (19) Power feed to brash compactor (19	X X X		×	
1	Rough-ins and connections for Tenant's appliances (assume all plug into receptacles) Rough-ins and connections for Tenant's FF&E (pick units, powered racking, etc)	×		X	
1	Fire Alarm				
J	Expanded system to serve office areas, suture room, and bullpen area Additional devices required due to racking layout or future TI	X			
	TelsChita Grounfing for tels that a panel Furnish and install all understab race/stys Cable try and J-books Racks, bader racks, Littly bozes, servers, switches, panels, and other head end equipment (28) Tels data conduit stub & pullstring to above coling (office areas a ssumed quantity)	x x	××		N @
	Suture room - (2) conduit stubs and pull strings for tenant supplied televiata & security Surgitrack room - (4) conduit stubs and pull strings for tenant supplied televiata & security	×			
1	Conduit stubs and pulistrings in warehouse for Tenant data - Allowance \$5,833 NV 8 CATV	X			\$5,833 Allowance to furnish and install
1	Raceways from the nearest accessible location to backboxes Blocking and power		X		
1	Furnish, install, label, test, make final connections, & cover plates for AV & CATV installations.		X		
	Racks and headend equipment Mobble displays, TVs, projectore, recessed projector screens, bahans, speakers, etc. and associated mounting hardware Paging, infereous, public address, sound masking, white noise systems		×	x	
1	Security Backerboard for security panels	×			
1	Dedicated circuiting & power connection for one security panel Furnish and install security panels, power supplies, and other associated headend equipment.	X	x		
	Security sharm Furnish and install cabling from security panels to door security equipment. Furnish make final corrections, and install card readers, door position switches, requests to exit, sounders, door bells, and associated security devices at doors. Canners & headend equipment.		X X X X		
1	Start up and testing of security system(s) Monitoring service		x		
1	Turnstiles Motion detectors			X	
Ī	Conduit stubs and pullstrings in warehouse for Yenarit security - Allowance \$5,633 Conduit stubs and pullstrings in suture room for security - Allowance \$15,000	X X			\$5,833 Allowance to furnish and install \$15,000 Allowance to furnish and install
	Conclut slubs and pullstrings in surgitrack for security - Allovance \$15,000 Weeless Helwork Furnish and install all underslab, in wall, and above ceiling receways Furnish, install, jabel, lest, and make final connections for cabling Furnish and install all WAPs and associated equipment	x	x x		\$15,000 Alkiwance to furnish and Install
	Emistency Power. Rough in, pack condults, etc., for a generator (generator & transfer ewitch by tenant) and Eurolished Generator	×			
Í	Furnish a diesel generator, automatic transfer switch, & associated appurtenances		x		E100.000 Alfanassa
ł	Install Tenant finished generator, automatic transfer switch, & associated appurtenances Furnish & install all generator rough-ins, concrete pads, conduits, wiring, gas piping, etc.	X X			\$100,000 Allowance
1	Generator start up and testing	X	X		
N. C.	S Area Allowance nikure. Fistures and Equipment computers, printers, copiers, etc. elephones	x	x x		8
l	Jobše displays, smart boards, TVs, projectors, projector screens, baluns, etc. Sring lables, chairs, bar stools		X		
k	Office Auriture, work stations, chairs, task lighting Conference room tables and chairs		X		
į	Shelving & siorage Vanding equipment		X		
K	Coffee machines		X		
-	Joick machines nierior & exhibitor artwork nierior Landscaping rash cana		X X X		
2	ite amenites rations		×		
k	Narehouse Inventories & stock goods Office Inventories & stock goods		X		
1	Pantry, food, and drink inventories & stock goods Bath inventories & stock goods		X		
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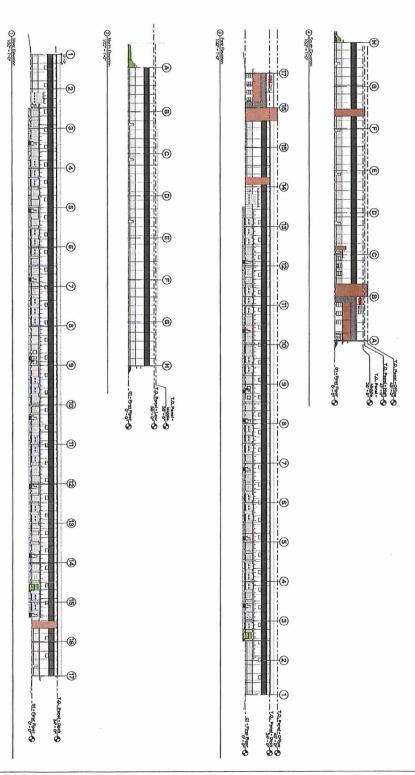
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MORGANIONN, WEST VRIENA 26505

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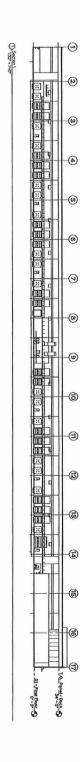
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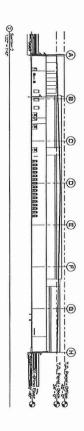
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WCC - Owens & Minor Distribution Center

LAWLESS ROAD MORGANIONN, WEST VRIGINA 26605





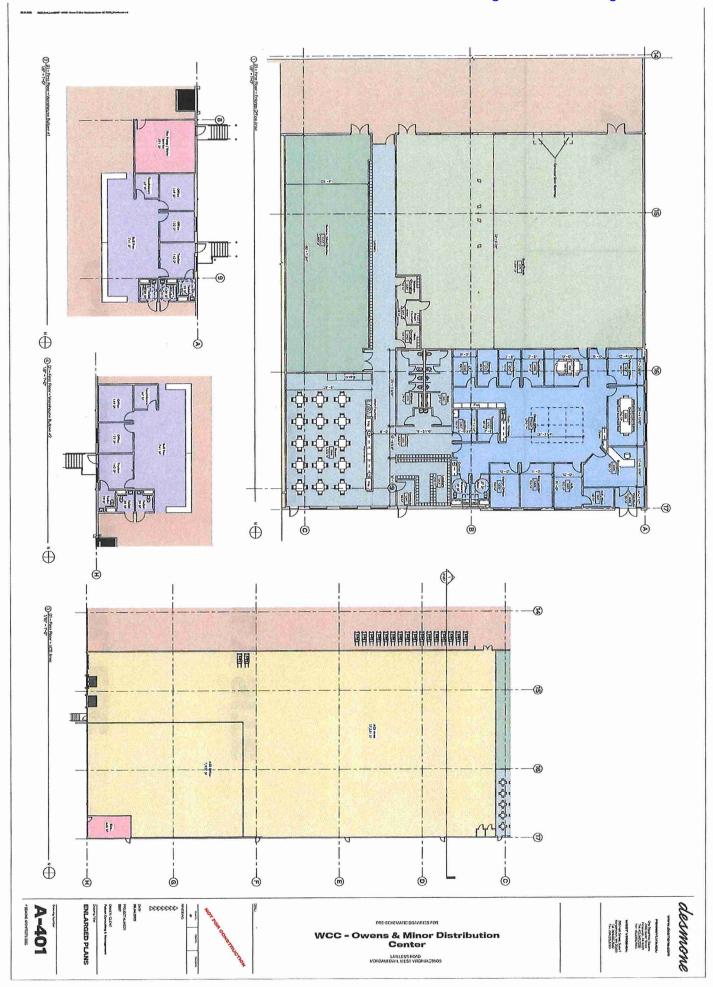


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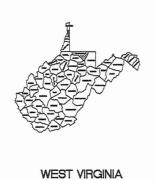




WestRidge Commerce Centre Development, LLC

OWENS & MINOR EARLY SITE PACKAGE



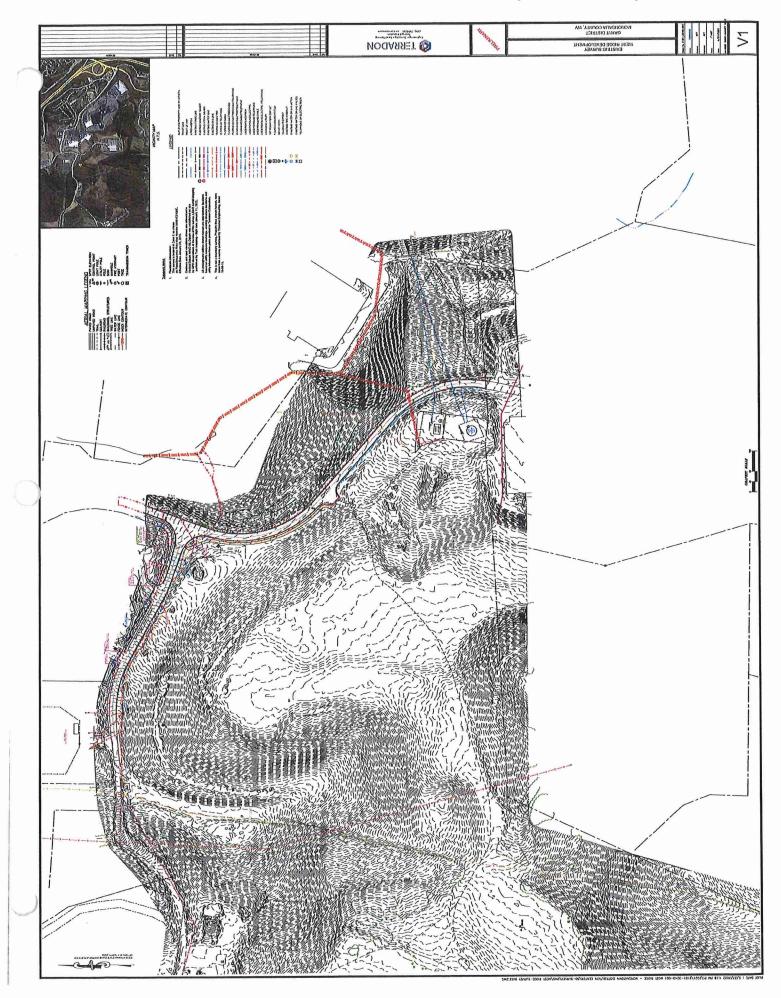


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SHEET INDEX



C TERRADON



WESTRIDGE				
MORGANTOWN, WEST VIRGINIA				

BUDGET COST ESTIMATE

Owens & Minor Early Site Package

Site Work		
Qty	Unit	Description
27,000	SF	Demolition of Trees
1,903	SF	Demolition of Asphalt
4,810	SF	Demolition of Asphalt Walkway
229	LF	Demolition of Curb
6,900	SF	Demolition of Aggregate Road
2	EA	Relocation of Utility Pole
2	EA	Relocation of Guy Wire
38	AC	Clearing & Grubbing
370,000	CY	Earthwork (Cut placed as Fill)
27,765	CY	Over-excavation of Building Pad (10' Undercut)
378,345	CY	Over-excavation of Building Pad (25' Undercut)
38	AC	E & S
4	EA	Detention Basin
45	LF	12" RCP Storm Pipe
85	LF	12" HDPE Storm Pipe
488	LF	18" HDPE Storm Pipe
340	LF	24" RCP Storm Pipe
560	LF	24" HDPE Storm Pipe
1,579	LF	36" HDPE Storm Pipe
840	LF	48" HDPE Storm Pipe
176	LF	8" Perforated PVC Underdrains
18	EA	Storm Drop Inlets
4	EA	Riprap Aprons
620	LF	Riprap Channel
2	EA	Relocated Utility Pole
2	EA	Relocated Guy Wire
5,940	SY	Heavy Duty Pavement Main Road (N.I.C.)
15,852	SY	Heavy Duty Pavement & Aggregate Base Course (N.I.C.)
7,625	SY	Medium Duty Pavement & Aggregate Base Course (N.I.C.)
405	SY	Aggregate Access Road
8,667	SY	Heavy Duty Concrete Apron (N.I.C.)
2	AC	Temporary Seeding (Site)
8	AC	Temporary Seeding (Building Pad)
20	AC	Permanent Seeding
1,100	SF	Modular Jumbo Block Retaining Wall

NOTE: THIS SHEET IS FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITY TAKE OFFS.

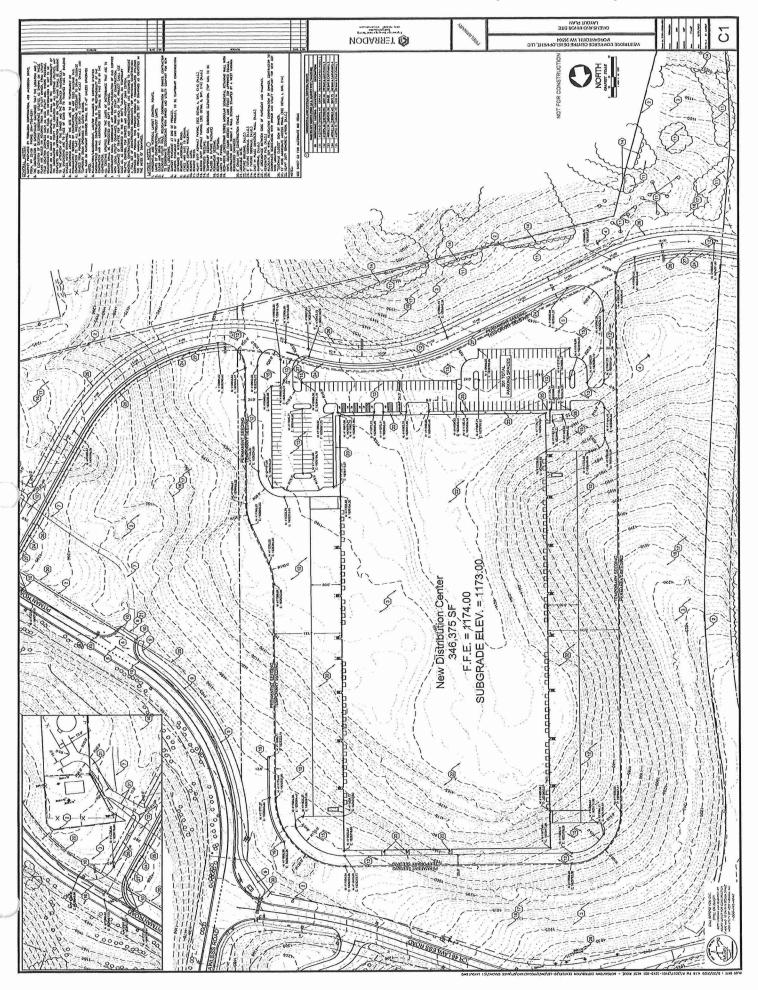
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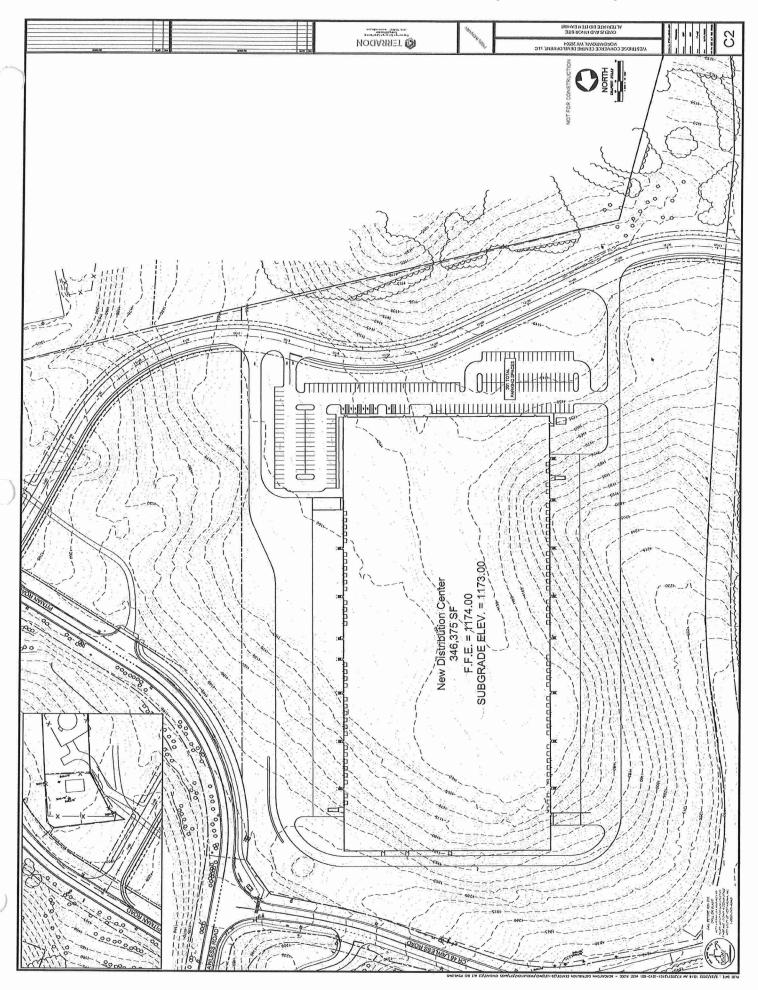
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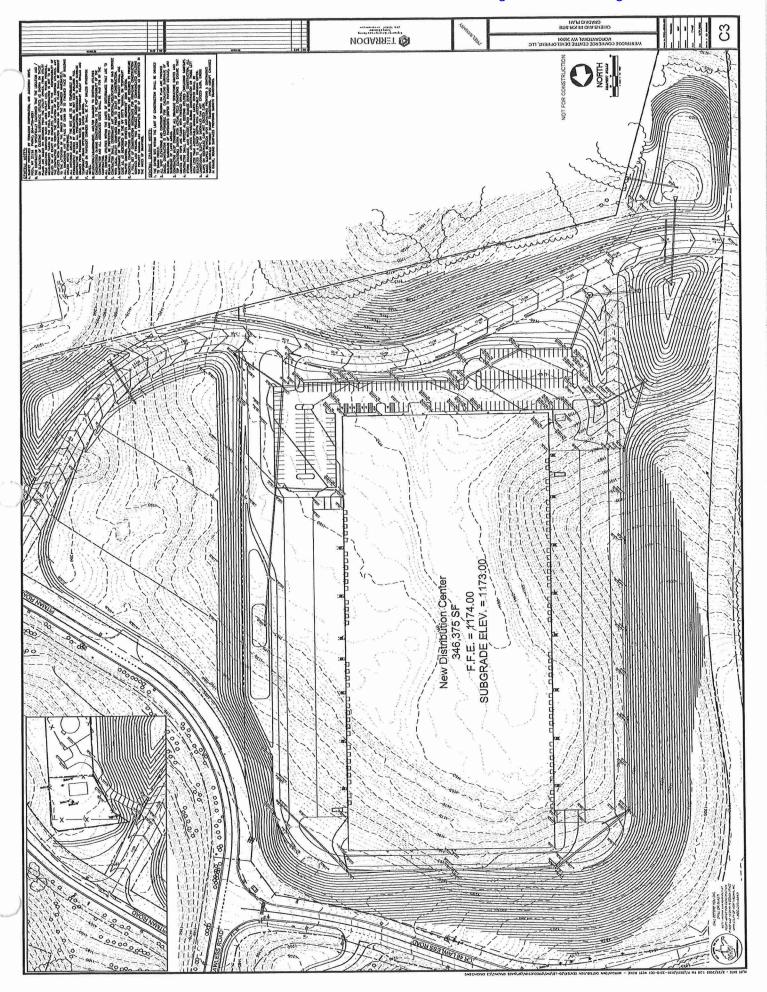
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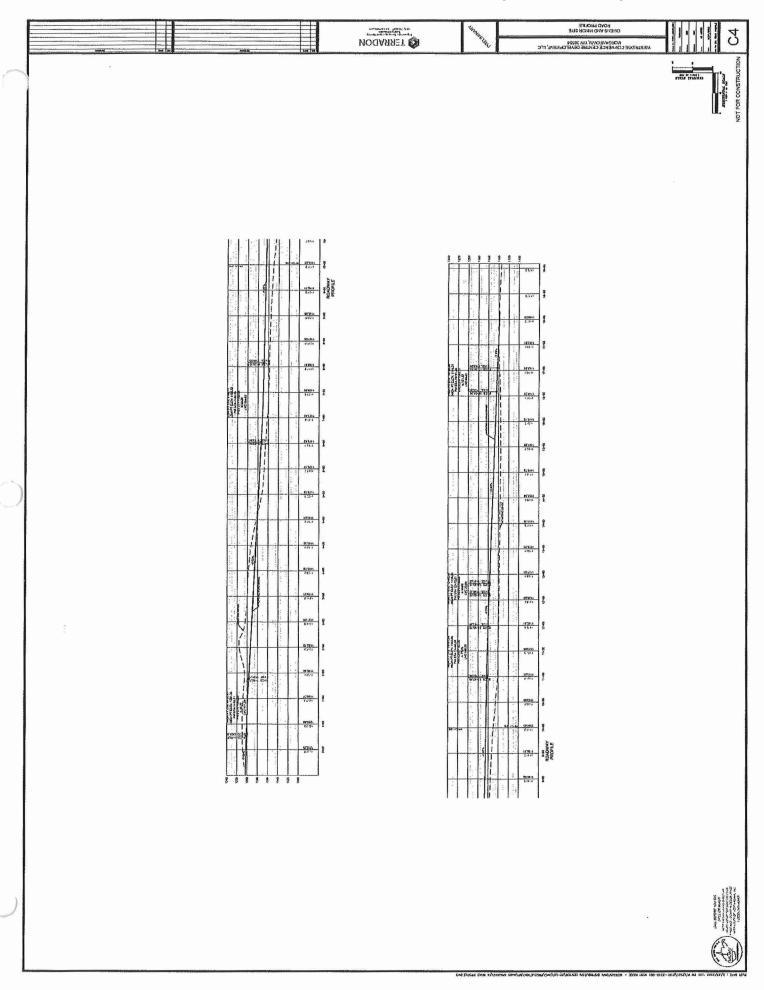
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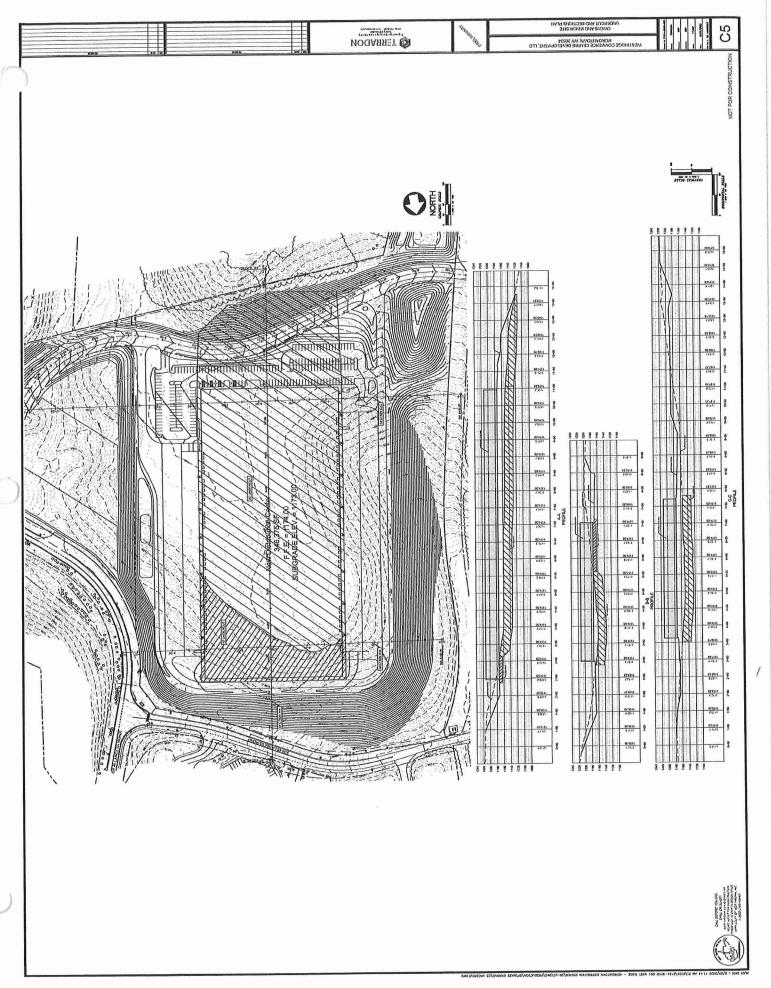
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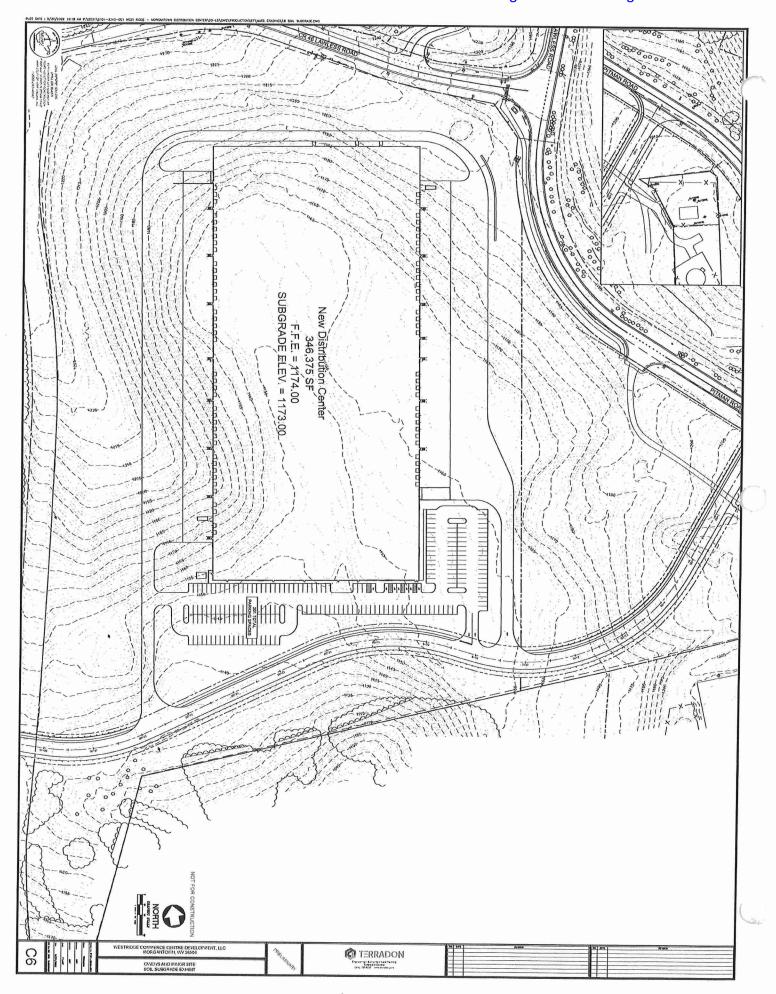


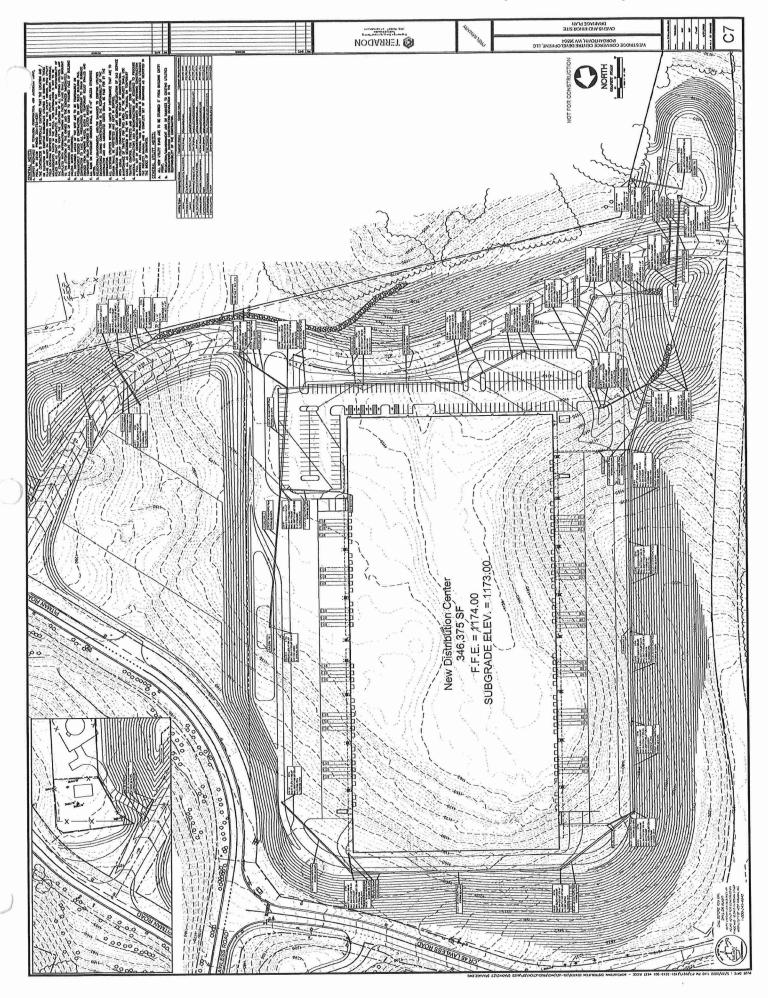


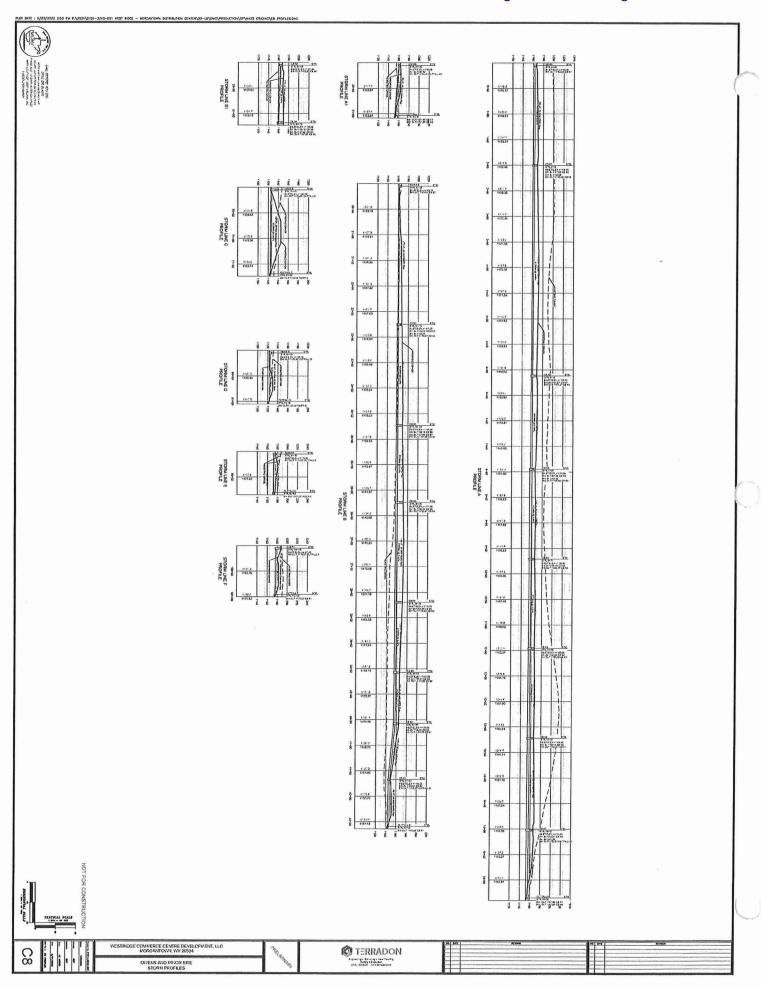




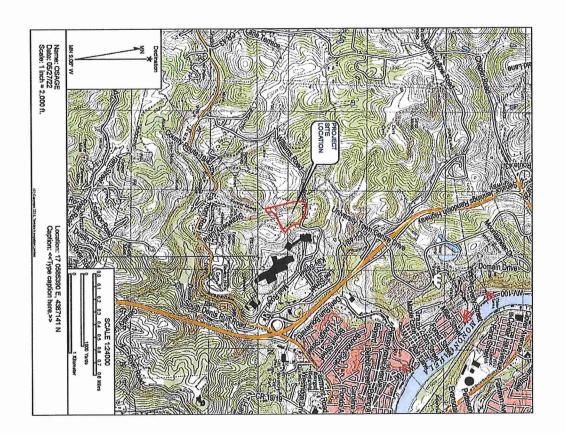


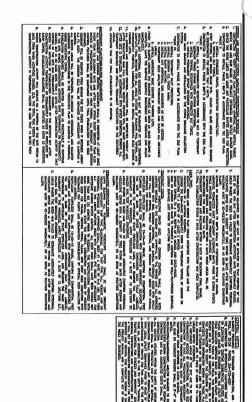








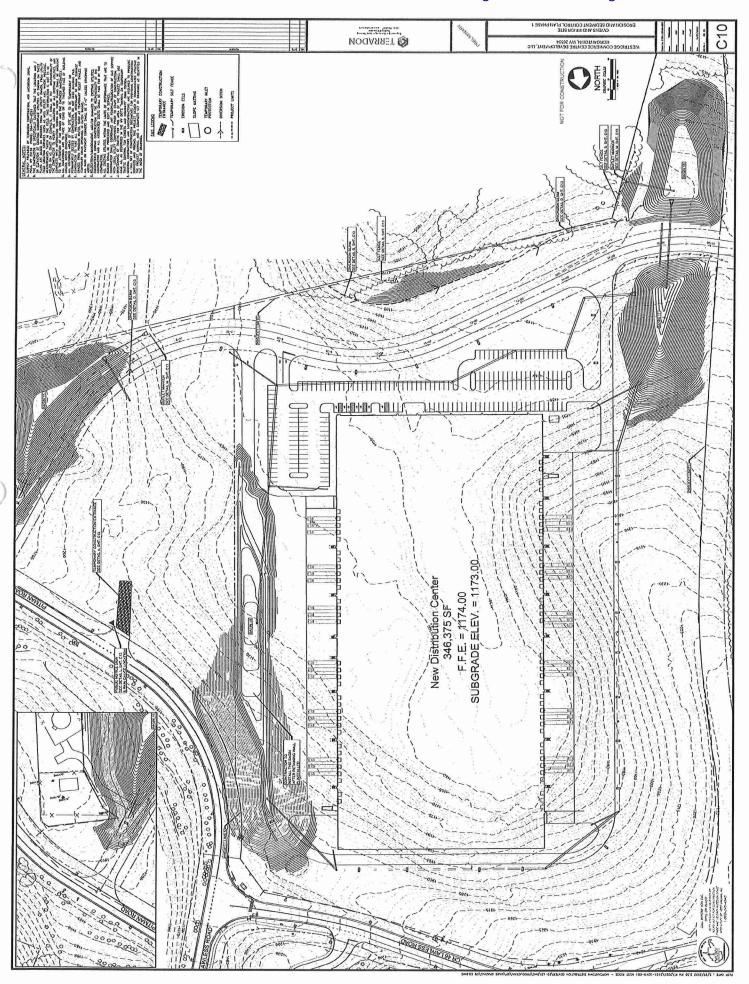


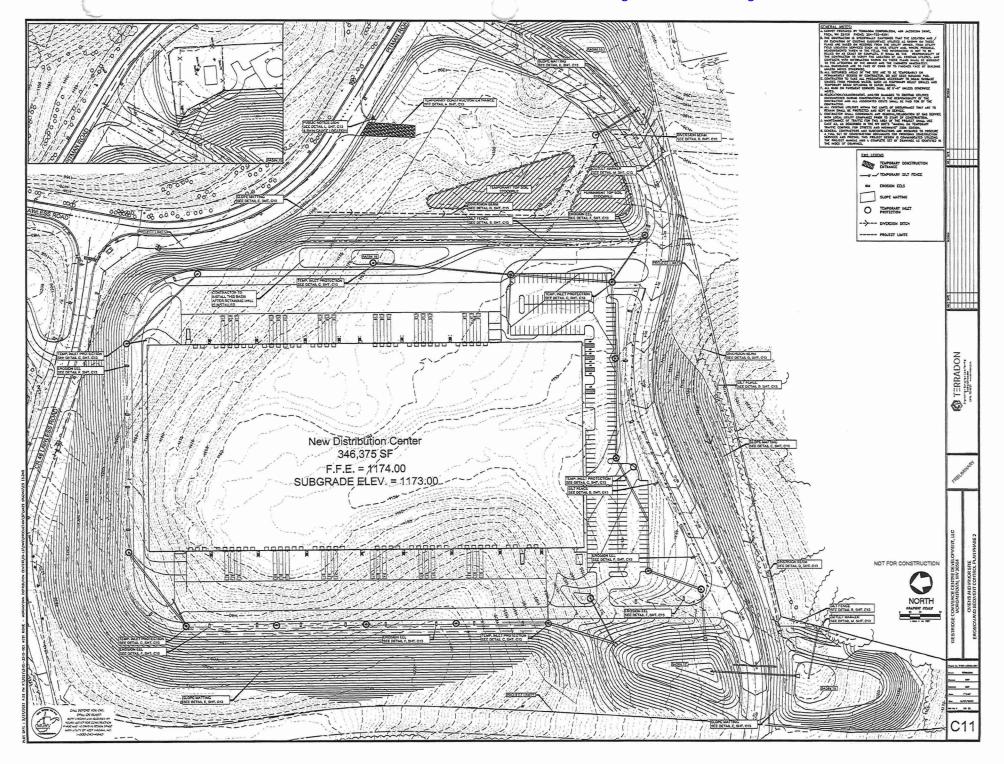


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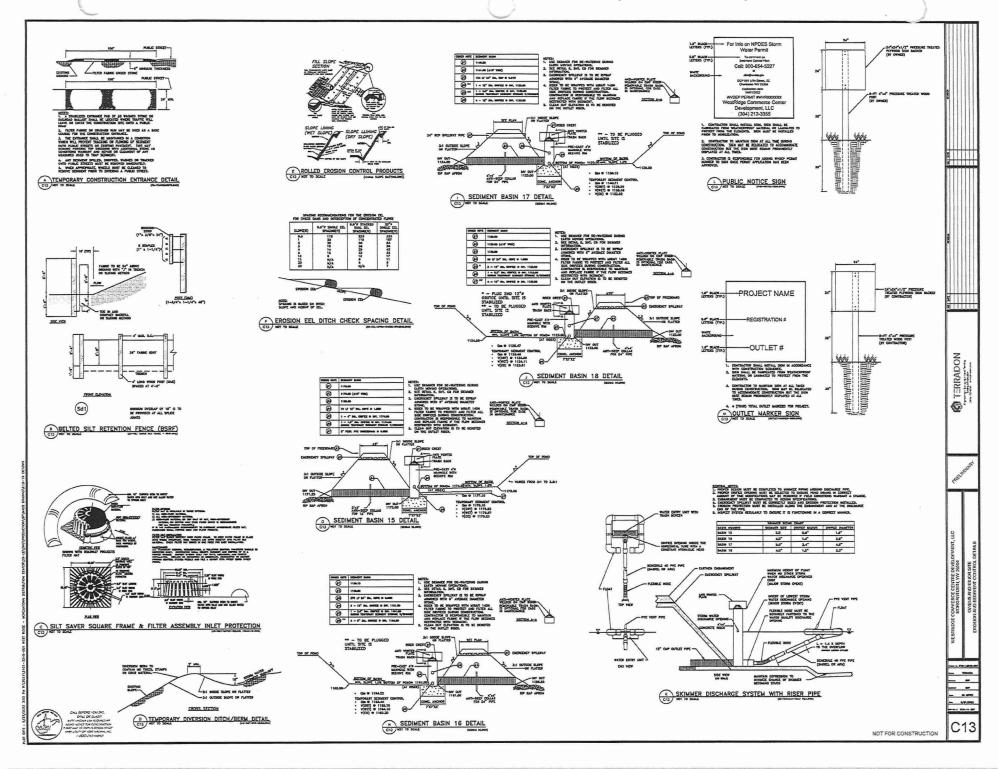
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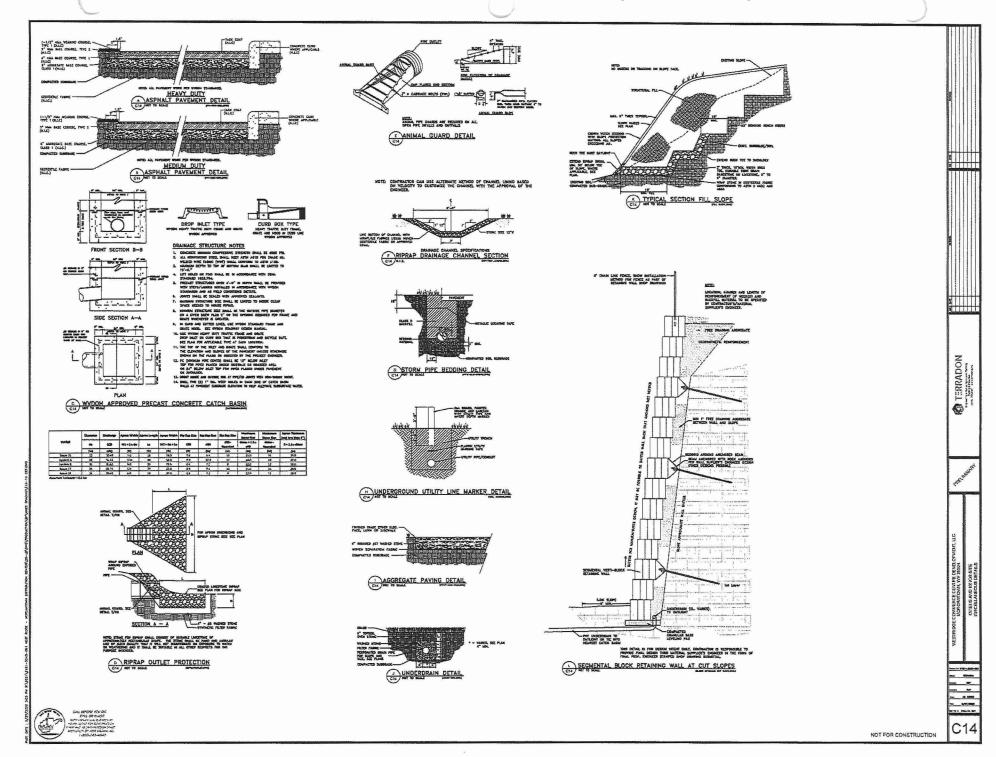








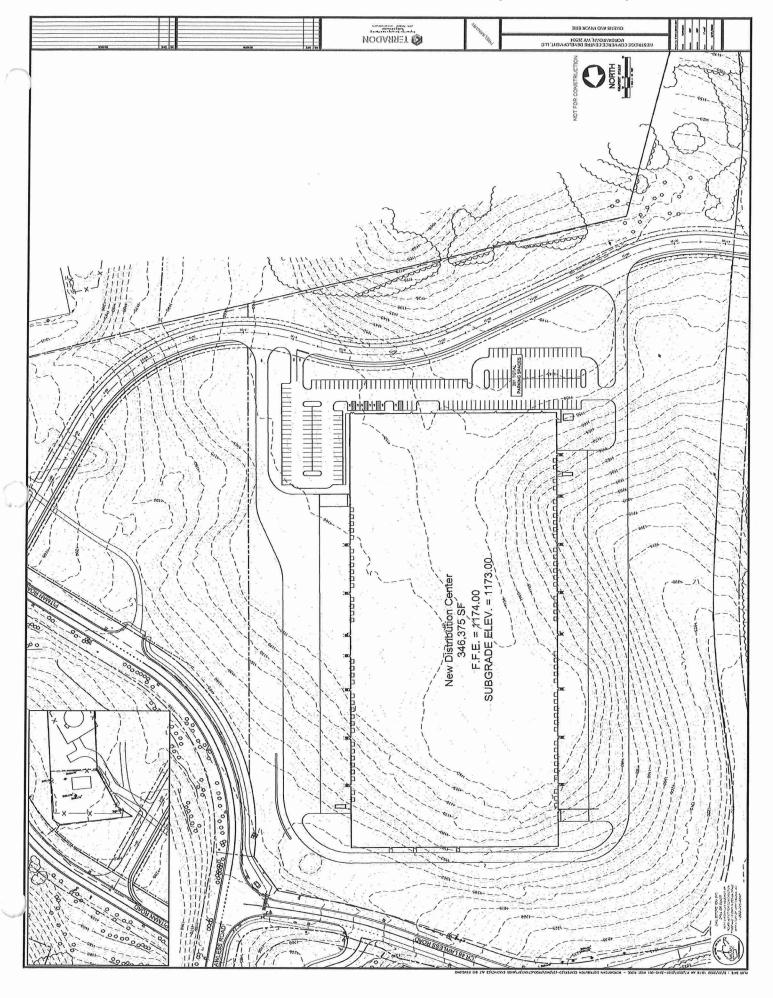




CONFIDENTIAL

EXHIBIT A

SITE PLAN FOR PREMISES



CONFIDENTIAL

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

[To be inserted upon receipt of survey.]

CONFI	DENTIAL

EXHIBIT B

PERMITTED EXCEPTIONS

[To be inserted upon receipt of title commitment.]

CONF	IDENTIAL
	EXHIBIT C
	FORM OF NOTICE OF LEASE TERM DATES
Date:	
То:	
	Each with an address of:
RE:	Lease Agreement dated, 20, between ("Landlord"), and("Tenant"), concerning the Premises located at,
County	, (the " <u>Lease</u> ").
Capital	ized terms used herein, but which are not defined herein, will have the meanings given to such terms in the Lease.
In acco	rdance with the Lease, Landlord represents the following:
2. LAND	b. That Tenant has possession of the Premises and acknowledges that under the provisions of the Lease the Lease Term will commence as of for a term of months ending on That, in accordance with the Lease, Base Rent commences to accrue on LORD:
a	
Name:	
Title: _ Date:	
Acknow	wledged:
TENA	NT:
Name:	
Di	

EXHIBIT D

MAINTENANCE OBLIGATIONS (SINGLE-TENANT)

[Tables to be updated.]

	NCE OBLIGATIONS – OPERATING EXPENSES (RECOVERA				
Item	Description of Service	Controllable ¹			
Catch basins (parking lot and drive aisles)	Permits, regulatory compliance, maintenance, restoration	Yes			
Electrical system	Maintenance, repair, and replacement of transformer, electrical switchgear, and other components of the electrical system located outside the Premises or subgrade				
Exterior paint	Paint building exterior to mutually-agreeable color and design once every 10 years and touch up more frequently as needed to maintain a uniform aesthetic				
Exterior pumps	General maintenance and repair	Yes			
Fire sprinkler and fire protection systems	Yes				
Ground irrigation	have access to sprinkler control valve room at all times. Maintenance and replacement of system elements, as needed	Yes			
Gutters, scuppers, downspouts, and storm water systems	Preventative maintenance and repair	Yes			
Parking lots and drive surfaces	Preventative maintenance, restoration, sealing, striping	Yes			
Parking lot lighting	Maintenance, repair and replacement	Yes			
Pest control	Yes				
Roof	reasonably approve of same. Annual inspections, leak repair, preventative maintenance, as needed to maintain warranty	Yes			
Subgrade utility lines	Maintenance, repair, and replacement of all subgrade utility lines, including sewer, plumbing, pumps, and lift stations, if any	Yes			
Swales and retention ponds	Permits, regulatory compliance, maintenance, restoration	Yes			
andscaping (non- ecurring service) Items exceeding general maintenance such as tree removal or trimming, replacement (including annual color replacement), re- grading, overhauling, etc.		No			
Parking lot and drive surfaces	Replace sections as needed based on useful life and performance requirements	No			
VAC Maintenance, repair and replacement of HVAC Systems		No			
Landscaping (recurring services)	Yes				
Parking lot sweeping	mowing, fertilizing, leaf removal, pruning Maintenance sweeping for debris removal	Yes			
Plumbing – Above slab	General maintenance and repair	No			

¹ Cost is part of Controllable Operating Expenses unless it is a capital repair or replacement (subject to amortization requirements as further described in Section 6 and <u>Base Rent and Operating Expense Exclusions, Addendum 1</u> of the Lease).

Snow removal - grounds	Remove snow and/or treat ice	No	
and parking lots		.3 }	
Window washing	Washing of exterior and interior	Yes	

LANDLORD MAINTENANCE OBLIGATIONS – CAPITAL IMPROVEMENTS (NON-RECOVERABLE)					
Item	Description of Service	Controllable			
Structure of building, including structural mezzanines and platforms	Maintain, repair, and replace, as needed	N/A			
Roof replacement and structural repair	Repair and replacement of roof deck and structural components	N/A			
Roof membrane and above- deck roof components	Replacement	N/A			
Slab and foundation	Ensure integrity, conduct repair, including voids and cavities in soils and fill under slab and around foundation	N/A			
Exterior walls and load- bearing walls	Ensure integrity, conduct repair, and replace wall sections, as needed	N/A			

TENANT MAINTENANCE	OBLIGATIONS (after warranty period if applicable)			
Item	Description of Service			
All interior non-structural	Maintain, repair, and restore as needed			
portions of the Premises				
Backflow devices, if any	Necessary testing, inspecting, maintenance, and permit management			
Below-deck ceiling	Maintenance and replacement of insulation materials that are suspended just below the			
insulation (if equipped)	roof deck			
Carpentry - Doors,	Maintenance and repair of doors and millwork			
cabinets, counters, etc.				
Dock doors and dock	General maintenance and repair			
levelers	*			
Electric service (after main	General maintenance and repair			
feed, above slab)				
Elevator (if equipped)	General maintenance and repair			
Exterior building lighting	Maintenance and repair of exterior lighting affixed to building			
Exterior curbs and bollards	Maintenance and repair			
Exterior fencing	Maintain gates and fences around Premises			
Exterior glazing	Repair broken and/or damaged glass and seals			
Exterior signage—Tenant Maintain and update Tenant-installed signage as needed				
installed				
Fire sprinkler and fire	Inspections, testing, compliance, and maintenance of (1) those portions of the Base F/LS			
protection systems	System that are on the Premises, and (2) any Tenant-installed supplemental fire/life			
	safety systems, as well as any capital repairs and replacements of (2)			
Fire protection system	Monitoring of all applicable portions of fire protection systems and fire water supply			
monitoring	- 1			
Fixtures	General maintenance and repair			
Generator/Antennae	Maintenance, testing, inspections, permits			
Interior lighting	Maintenance, repair, and replacement of bulbs and ballasts			
Interior/exterior pest	As needed			
control				
Interior sump pump or lift	General maintenance and repair			
stations				
Interior walls and floor	Maintenance, repair, and replacement of walls and flooring surfaces (non-structural)			
coverings				
Janitorial	Janitorial services, if desired			
Kitchen appliances	General maintenance and repair			
Suspended ceilings and	General maintenance, repair and replacement			
hard lid ceilings				
Trash and recycling	As needed			

CONFIDENTIAL	

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

ESTOPPEL CERTIFICATE

To:	("Recipient")
Re:	Lease Agreement dated (as amended, if at all, as set forth on Exhibit A, the "Lease"), by and between, a ("Landlord"), and, a
	(" <u>Tenant</u> "), for the premises described in the Lease (the " <u>Premises</u> "), located at Capitalized terms used herein, but which are not defined herein, will have the meanings given to such terms in the Lease.
The	undersigned, as [Tenant] [Landlord] under the Lease, hereby certifies to Recipient the following, as of the present date:
	[Tenant] [Landlord] is a party to the Lease. The Lease has not been amended or modified (excluding approvals, consents, or waivers given by Landlord in connection with the Lease) by any written instrument between Tenant and Landlord except as set forth on Exhibit A.
2.	The Lease is in full force and effect.
3.	The term of the Lease commenced on and expires on, unless sooner terminated pursuant to the terms and conditions of the Lease or renewed pursuant to the terms and conditions of the Lease.
1.	Landlord has completed the Building except for
5.	Tenant is not owed any allowance except for,
ó,	Tenant has paid Base Rent and Tenant's Proportionate Share of Operating Expenses through in the amount of
	To [Tenant's] [Landlord's] actual knowledge, there is no [Landlord] [Tenant] default existing under the Lease (after expiration of applicable notice and cure period), and [Tenant] [Landlord] has not sent any notice of default to [Landlord] [Tenant] under the Lease which has not been cured.
Ten	ant's] [Landlord's] "actual knowledge" means the current, actual knowledge of the person executing this document on If of [Tenant] [Landlord], without any duty of investigation or inquiry.
or el cons issei	nant's] [Landlord's] certifications are made solely to estop [Tenant] [Landlord] from asserting to or against Recipient facts aims contrary to those stated. This estoppel certificate does not constitute an independent contractual undertaking or citute representations, warranties or covenants or otherwise have legal effect other than estopping [Tenant] [Landlord] from ting to or against Recipient any contrary facts or claims. This estoppel certificate does not modify in any way [Tenant's] dlord's] relationship, obligations or rights vis-a-vis [Tenant] [Landlord].]
onn	nermore, this certificate will not be construed or operate to waive any Tenant right to receive any reimbursement in ection with any Reconciliation or to audit the records of Landlord to confirm Landlord's compliance with its obligations r the Lease.
	a,
	Ву:
	Name:
	Title:
	Date signed:

EXHIBIT A TO ESTOPPEL CERTIFICATE List of Lease Documents

EXHIBIT F

SIGNAGE



EXHIBIT G

RIGHT OF FIRST OFFER

Subject to the terms and conditions set forth in this <u>Exhibit G</u>, and commencing one hundred eighty days (180 days) after the Commencement Date, Tenant shall have an ongoing right of first offer (the "<u>ROFO</u>") to purchase the Building and the Land (the "<u>Property</u>"). If the Property is part of a Disqualified Portfolio Transaction, then the ROFO is not applicable. A "<u>Disqualified Portfolio Transaction</u>" means a portfolio or "packaged" sale consisting of two (2) or more properties.

- 1. ROFO. If (a) Landlord determines to offer all or any portion of the Property to the market ("Take to Market") for sale; or (b) Landlord receives a bona fide, unsolicited offer from an unrelated third party (an "Unsolicited Offer"; the third party making such Unsolicited Offer, the "Unsolicited Offeror") to purchase all or any portion of the Property (such portion of the Property, the "Offered Property"), then (A) in the Take to Market scenario, Landlord will notify Tenant, before taking the Offered Property to the market, of the terms upon which Landlord intends to offer the Offered Property for sale to the market; and (B) in the Unsolicited Offer scenario, if Landlord intends to accept an Unsolicited Offer, Landlord will first provide Tenant, before entering into any agreement with the Unsolicited Offeror, a copy of the written offer from the Unsolicited Offeror (in either such scenario, such notification from Landlord to Tenant, the "ROFO Purchase Notice"). At the time Landlord delivers a ROFO Purchase Notice, Landlord will also deliver to Tenant a purchase agreement containing the economic terms set forth in the ROFO Purchase Notice (including but not limited to the purchase price and amount of earnest money deposit), and the following additional terms (the "ROFO Purchase Agreement"): (i) a feasibility period of at least sixty (60) days or any longer period set forth in the Unsolicited Offer, if applicable, with Tenant having a right of termination during such period for any or no reason; (ii) closing to occur within fifteen (15) Business Days or any longer period set forth in the Unsolicited Offer, if applicable, after waiver by Tenant, or expiration, of its feasibility period; (iii) for closing costs to be paid as is customary for the area in which the Property is located; (iv) that Tenant may assign the purchase agreement to (A) any affiliate without Landlord's consent or (B) any third party upon Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed; and (v) standard representations and warranties by Landlord with respect to authority and ownership of the Property. If a contract for sale is required by Legal Requirements to be identified or agreed upon in order for Tenant's ROFO to be enforceable, the parties agree to use a broker-standard form promulgated by the applicable broker's association in the area where the Property is located, but incorporating the terms set forth above.
- 2. Exercise of ROFO. Tenant will have thirty (30) days after receipt of a complete and correct copy of the ROFO Purchase Notice and the ROFO Purchase Agreement in a form agreeable to Tenant (the "ROFO Exercise Period") to exercise its ROFO to purchase the Offered Property for the economic terms set forth in the ROFO Purchase Notice. Tenant's exercise of its ROFO will be deemed effective if Tenant executes and delivers the ROFO Purchase Agreement to Landlord during the ROFO Exercise Period. If Tenant elects not to, or fails to timely, exercise its ROFO, then (a) in the Take to Market scenario, Landlord will be free to take the Offered Property to market for sale for any purchase price that is not more than fifteen percent (15%) lower than the purchase price set forth in the ROFO Purchase Notice; and (b) in the Unsolicited Offer scenario, Landlord will be free to sell the Offered Property to the Unsolicited Offeror (or its affiliate) for any purchase price that is not more than ten percent (10%) lower than the purchase price set forth in the ROFO Purchase Notice pursuant to a written contract of sale (the purchase agreement by and between Landlord and the Unsolicited Offeror, an "Unsolicited Contract").
- 3. <u>Unsolicited Offeror</u>. If, in the Unsolicited Offer scenario, the Unsolicited Offeror negotiates a purchase price that is more than ten percent (10%) lower than that which is set forth in the ROFO Purchase Notice, before Landlord may enter into such Unsolicited Contract, Landlord must again deliver a ROFO Purchase Notice and ROFO Purchase Agreement to Tenant setting forth the proposed changes, and the terms of this <u>Exhibit G</u> will apply again. Additionally, if Landlord has not entered into the Unsolicited Contract as permitted herein, or fails to close on any Unsolicited Contract, in either event, within one (1) year following the expiration of the ROFO Exercise Period, Landlord will be required, prior to Landlord being able to enter into a contract for sale of such Offered Property with any party, to provide Tenant with a new ROFO Purchase Notice and ROFO Purchase Agreement covering such Offered Property, and Tenant will have a new right, pursuant to Sections 1 and 2 above, to purchase such Offered Property.
- 5. Tenant Rights to Purchase Binding Upon Successors and Assigns. Tenant's ROFO will not be extinguished by Tenant's election not to, or failure to, exercise any such right in the event of a proposed sale of the Property, but will instead be continuing rights throughout the Lease Term (including any Extension Terms) binding upon Landlord and its successors and assigns. Notwithstanding anything to the contrary, the ROFO will not apply in the event of the following transfers of all or any portion of the Property:

- (a) transfers to affiliates of Landlord; or
- (b) collateral security transfers in connection with any debt or equity financing, or transfers pursuant to a foreclosure or a deed in lieu thereof.

Notwithstanding anything to the contrary contained herein, Tenant will not have the ROFO, and Landlord shall have no obligation to comply with the terms of this **Exhibit G** if, at the time that Landlord would otherwise be required to deliver the ROFO Purchase Notice, a Tenant Default has occurred and is ongoing.

EXHIBIT H

FORM OF PARENT GUARANTY

PARENT GUARANTY

This Parent Guaranty (this "Guaranty"), effective as of the date of the Contract (as defined below), is made by Owens & Minor, Inc., a Virginia corporation ("Guarantor"), to and for the benefit of WestRidge Commerce Centre Development 2E LLC, a West Virginia limited liability company and its assigns ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (defined below).

Recitals

- A. Owens & Minor Distribution, Inc., a directly or indirectly wholly owned subsidiary of Guarantor ("<u>Subsidiary</u>"), and Beneficiary are parties to that certain Lease Agreement (the "<u>Contract</u>") for property located at 34 Headwall Drive, Morgantown, West Virginia 26501.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Guarantor guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Guarantor agrees as follows.

- 1. Guarantor unconditionally and absolutely guarantees to Beneficiary, Subsidiary's performance when due and owing of all present and future payment obligations, which are not paid in accordance with the terms of the Contract by Subsidiary.
- 2. Under this Guaranty, Guarantor shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
- 3. Guarantor promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (a) Subsidiary's non-performance of its payment obligations under the Contract beyond all applicable notice and cure periods under the Contract; and (b) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Beneficiary's demand upon Subsidiary does not need to include the initiation of legal proceedings and is deemed satisfied if demand upon Subsidiary would violate any stay of collection in effect in an insolvency proceeding. Except to the extent of the demand requirement set forth in this Section 3, Guarantor waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
- 4. The prevailing party in any action to enforce this Guaranty will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.
- 5. Subject to Beneficiary's compliance with Section 3 above, Guarantor agrees that the obligations hereby assumed shall be deemed primary and not secondary and that Beneficiary, its successors or assigns, may proceed for the enforcement of any such obligation against Guarantor, or jointly against Guarantor and Subsidiary, without having first proceeded separately against Subsidiary.
- 6. It is agreed that, except as otherwise required by Section 3 hereof, any notice given by Beneficiary to Subsidiary pursuant to the Contract shall be deemed to have been served upon Guarantor and that no defense of Subsidiary, whether by reason of bankruptcy, insolvency or other disability of Subsidiary, and no termination or expiration of the Contract shall in any way impair or affect the obligation hereby assumed by Guarantor.
- 7. Without the need for Guarantor's signature or consent thereto, Guarantor shall be bound and shall be deemed to have authorized any amendment of the Contract which is hereafter executed by Subsidiary and beneficiary, and/or any renewals and/or extensions of the Contract, and/or any holdover tenancies. Unless otherwise agreed in writing by Beneficiary, Guarantor shall also remain liable under the Contract notwithstanding any assignment of the Contract or any subletting of the Premises (as defined in the Contract) in whole or in part and Guarantor shall affirmatively reconfirm its obligations and liabilities hereunder, in writing, in connection with any such assignment or subletting. No waiver of the right or failure of Beneficiary to enforce any provision of the Contract shall release Guarantor of the obligation to perform every provision and covenant herein unless such waiver or release shall be executed by Beneficiary, in writing, expressly for Guarantor's benefit.

- 8. This Guaranty is governed as to its validity, construction and performance by the laws of the State of West Virginia without regard to its conflict of law provisions. Guarantor further acknowledges that it shall be subject to the jurisdiction of the courts of the State of West Virginia.
- 9. Guarantor agrees that this Guaranty is a continuing guaranty and will remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract.
- 10. This Guaranty is binding upon and inures to the benefit of Guarantor and Beneficiary and their respective successors and assigns.
- 11. Guarantor has all rights and defenses that Subsidiary may have to any payment obligation, except that the liability of Guarantor is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Guarantor any facts Beneficiary may know about any Subsidiary, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
- 12. Waiver of Jury Trial. BENEFICIARY AND GUARANTOR HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN BENEFICIARY AND GUARANTOR OR THEIR SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF ITS PROVISIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BENEFICIARY AND GUARANTOR. BENEFICIARY AND GUARANTOR ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS GUARANTY AND THE CONTRACT WITH LEGAL COUNSEL.
- 13. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Guarantor will be delivered at the following addresses:

<u>Mail</u> <u>Courier</u>

Guarantor may from time to time change such address by giving Beneficiary notice of such change in accordance with the notice provisions of the Contract.

[Signatures appear on the following page]

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OWENS & MINOR, INC., a Virginia corporation